

**FINAL**  
**CITY COUNCIL**  
  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:30 a.m. April 28, 2009

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on April 21, 2009

---

**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. CONSENT PLANNING AGENDA**

1. \*SUB 2009-13 - Plat of Chisholm Trail Church of Christ Addition located on the south side of 37th Street North and west of Woodlawn. (District I)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Allan Murdock, Housing Member is also seated with the City Council.**

**VII. CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)**

1. \*Wichita Mid-Continent Airport - North Air Cargo Building - Change Order No. 2.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

2. \*Drainage Study for Taxiway A1 (formerly Taxiway A) - Supplemental Agreement No. 1 - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 1 with PEC, and authorize the necessary signatures.

---

## **COUNCIL AGENDA**

### **X. COUNCIL MEMBER AGENDA**

None

### **XI. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

---

### **XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)**

1. Report of Board of Bids and Contracts dated April 27, 2009. (See Attached)
  - a. Report of Board of Bids and Contracts.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2009</u>	
Gail R Crump	GS Entertainment dba Adult Super Store	5858 South Broadway
Lori Johnson	A-Absolute 10	2415 South Glendale

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Brandon Diep	Speedway	565 South Market
Ashley N Johnson	South Side Convenience Store	2425 South Glendale

<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Steven T Knolla	Knolla's Pizza East LLC*	7732 East Central SU 123
Mui Fong Yu (Tam)	Tom's Lotus Garden*	822 South Broadway

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.

- a. Cyclocross Race Criterium, May 24, 2009, 10:00 am – 3:00 pm. (District VI)
- b. 2009 Wichita River Festival. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve street closure.

6. Agreements/Contracts:

- a. 2009 Street Rehabilitation Program. (Districts I, III, IV and V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Parking lot improvements associated with the Intrust Bank Arena and Arena Neighborhood Redevelopment. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. 2009 Street Maintenance Program. (Districts I and II)
- b. Bike Path along the Arkansas River, between Central and 13th Street. (District VI)
- c. Lateral 1, Lateral 2, and Main 16, Sanitary Sewer #23, north of 37th Street North, along Arkansas Avenue. (District VI)
- d. Old Town Drainage Improvement. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Deferred Compensation Board, November 20, 2008  
Wichita Employees' Retirement Board/Police and Fire Retirement Board, February 5, 2009  
Wichita Employees' Retirement Board/Police and Fire Retirement Board, March 2009  
District VI Advisory Board, March 2, 2009  
Wichita Airport Advisory Board, March 2, 2009  
Wichita Historic Preservation Board, March 9, 2009

RECOMMENDED ACTION: Receive and file.

10. Water Rights Conservation Program.

RECOMMENDED ACTION: Authorize Staff to submit a Water Rights Conservation Program Contract for water right No. SG-54, and authorize the necessary signatures.

11. Municipal Court Probation Drug Testing Services.

RECOMMENDED ACTION: Approve the contract with Comprehensive Community Care of Sedgwick County (ComCare) and authorize the necessary signatures.

12. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, and IV)

RECOMMENDED ACTION: approve the proposed assessments and place the ordinances on first reading.

13. Settlement of Lawsuit - Semsroth v. City of Wichita.

RECOMMENDED ACTION: Authorize payment of \$60,000.00 as a full settlement of all possible claims arising out of the plaintiff's employment.

14. Second Reading Ordinances: (First Read April 21, 2009)

a. List of Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

\*\*\*Workshop to follow\*\*\*

**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2009-13-- Plat of Chisholm Trail Church of Christ Addition located on the south side of 37<sup>th</sup> Street North and west of Woodlawn. (District I)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (13-0)

**Background:** This site, consisting of one lot on 38.79 acres, is located within Wichita's city limits. This site is zoned SF-5 Single-family Residential. A Conditional Use (CON 2008-07) for a daycare center has been approved.

**Analysis:** Municipal services are available to serve this site.

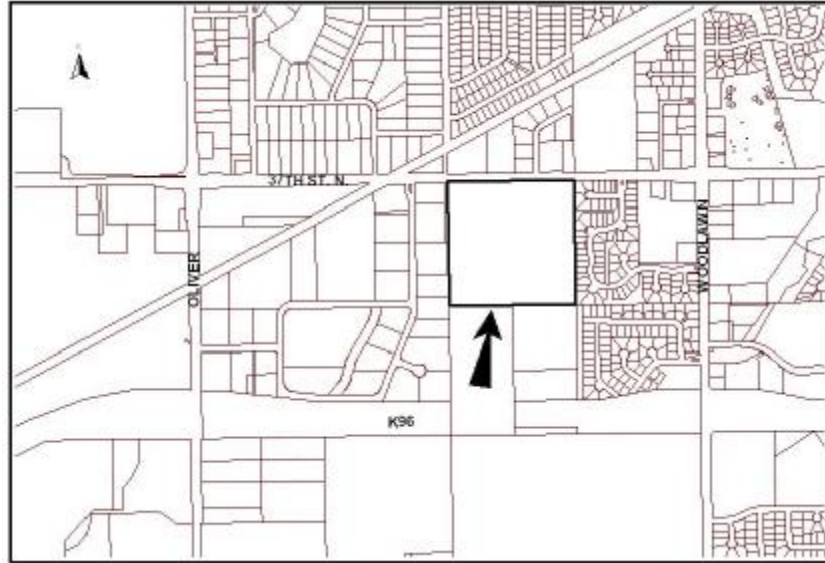
The plat has been reviewed and approved by the Metropolitan Area Planning Commission, subject to conditions.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** None.

**Recommendations/Actions:** Approve the plat and authorize the necessary signatures.



City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Wichita Airport Authority

**SUBJECT:** Wichita Mid-Continent Airport  
North Air Cargo Building  
Change Order No. 2

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the change order.

**Background:** On February 5, 2008, the Wichita Airport Authority approved a contract with Snodgrass & Sons Construction Co., Inc. for the construction of the North Air Cargo Building. On August 19, 2008 a Change Order was approved for \$63,005.73 to accommodate several tenant changes and adjust quantities.

**Analysis:** Staff has prepared Change Order #2 to modify the contracted work to accommodate several additional tenant changes and to adjust quantities on some materials.

**Financial Considerations:** The change order amount of \$7,509.85 is an addition to the adjusted contract amount of \$5,688,722.73, representing an increase of less than one percent. This change order does not increase the contract time. The cost of this change order is included in the current budget of \$8,265,000.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

**Legal Considerations:** The change order has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

**Attachments:** Change Order #2.



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 002	<b>OWNER:</b> <input type="checkbox"/>
North Air Cargo Facility	<b>DATE:</b> March 18, 2009	<b>ARCHITECT:</b> <input type="checkbox"/>
1935 Air Cargo Road		<b>CONTRACTOR:</b> <input type="checkbox"/>
Wichita, KS 67209		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 1049.201	<b>OTHER:</b> <input type="checkbox"/>
Snodgrass & Sons Construction Co., Inc.	<b>CONTRACT DATE:</b> February 05, 2008	
2700 George Washington Blvd.	<b>CONTRACT FOR:</b> General Construction	
Wichita, KS 67210		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Item 1: Delete keyed locks on overhead doors for a credit of (\$1,910.92); no change in time.
- Item 2: Provide two 2-inch conduit from the building to the northwest light pole for UPS for \$2,438.64; no change in time.
- Item 3: Provide compaction of gas line trench for \$1,023.13; no change in time.
- Item 4: Provide additional fuse replacement in the S and C switchgear for \$378.75; no change in time.
- Item 5: Revise electrical equipment locations in Rooms I104 and J203 for UPS/SCS for \$4,008.73; no change in time.
- Item 6: Provide additional power and data outlets in Room J201 for UPS for \$777.70; no change in time.
- Item 7: Deepen the work counters in Rooms I102 and J201 for UPS for \$93.32; no change in time.
- Item 8: Delete vinyl composition tile in rooms so scheduled in Areas I and J for UPS for \$79.08; no change in time.
- Item 9: Provide bird spikes on large "Air Cargo" signs for \$1,222.10; no change in time.
- Item 10: Change security door locksets for \$1,351.38; no change in time.
- Item 11: Provide additional fire extinguishers and no smoking signs per building inspector for \$774.92; no change in time.
- Item 12: Reduce the scope of exterior road signage and return extra material to the Wichita Airport Authority for a credit of (\$2,165.34); no change in time.
- Item 13: Provide a cost credit back for unused amount of cost allowance for the large "Air Cargo" signs for a credit of (\$3,022.50); no change in time.
- Item 14: Extend the height of the south security fence next to the building for \$2,460.86; no change in time.

The original Contract Sum was	\$ 5,625,717.00
The net change by previously authorized Change Orders	\$ 63,005.73
The Contract Sum prior to this Change Order was	\$ 5,688,722.73
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,509.85
The new Contract Sum including this Change Order will be	\$ 5,696,232.58

The Contract Time will be unchanged by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 13, 2009

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gossen Livingston Associates, Inc.

ARCHITECT (Firm name)

420 S. Emporia  
Wichita, KS 67202

ADDRESS

  
BY (Signature)

Rick Holbrook, AIA, CSI

Vice President

(Typed name)

March 05, 2009

DATE

Snodgrass & Sons Construction Co., Inc.

CONTRACTOR (Firm name)

2700 George Washington Boulevard  
Wichita, KS 67210

ADDRESS

  
BY (Signature)

CHRIS CARD  
(Typed name)

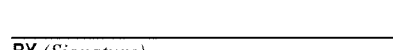
3/30/09  
DATE

Wichita Airport Authority

OWNER (Firm name)

2173 Air Cargo Road  
Wichita, KS 67209

ADDRESS

  
BY (Signature)

(Typed name)

DATE

Approved as to form  
Gary E. Reber JSE

RECEIVED

APR 09 2009

AIRPORT ENGINEERING

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved.

Excerpted and reprinted by permission of the American Institute of Architects.

Portions of this document are reproduced from the AIA Document G701.

was produced by AIA software at 12:32:13 on 03/18/2009 under Order No. 1000390257\_1 which expires on 3/20/2010, and is not for resale.

User Notes:

This document




(1510344806)



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Deduct Proposal

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Cost deduct proposal for eliminated overhead door lock cylinders											
	<b>Location:</b> Wichita Mid-Continent Airport											
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> September 30, 2008										
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012										
<p><b>We hereby submit an estimate for the deduct of labor, material, and equipment of the following:</b></p> <p>Delete all exterior keyed lock cylinders on the sectional overhead doors as directed by the owner. (Itemization listed below, and the subcontractor quotes are attached.)</p> <table><tr><td>- Delete exterior keyed lock cylinders (DH Pace &amp; Cheney Door) .....</td><td>(\$1,720.00)</td></tr><tr><td>Subtotal.....</td><td>(\$1,720.00)</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>(\$172.00)</td></tr><tr><td>- Bond at 1%.....</td><td>(\$18.92)</td></tr><tr><td>Total Deduct .....</td><td>(\$1,910.92)</td></tr></table>			- Delete exterior keyed lock cylinders (DH Pace & Cheney Door) .....	(\$1,720.00)	Subtotal.....	(\$1,720.00)	- Overhead & Profit (10%) .....	(\$172.00)	- Bond at 1%.....	(\$18.92)	Total Deduct .....	(\$1,910.92)
- Delete exterior keyed lock cylinders (DH Pace & Cheney Door) .....	(\$1,720.00)											
Subtotal.....	(\$1,720.00)											
- Overhead & Profit (10%) .....	(\$172.00)											
- Bond at 1%.....	(\$18.92)											
Total Deduct .....	(\$1,910.92)											
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not applicable.</li><li>2. No working day deduct is offered since this is not a resource intensive task, or a critical path item.</li><li>3. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>												
<p><b>We hereby propose to deduct material, labor and equipment for the sum total of:</b> \$1,910.92</p>												
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>												
<table><tr><td> Chris Oard Project Manager / Estimator</td><td><u>9/30/08</u> Date</td></tr></table>			 Chris Oard Project Manager / Estimator	<u>9/30/08</u> Date								
 Chris Oard Project Manager / Estimator	<u>9/30/08</u> Date											
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>												
<p><b>Date of</b> _____ <b>Authorized</b> _____</p>												

ITEM 1



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal


<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Proposal to provide two 2-inch Conduits from the NW corner of the building, west / northerly to the existing light pole pad per RFP No. 13 - 1.															
	<b>Location:</b> Wichita Mid-Continent Airport															
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 11/3/08														
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012														
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>Provide two 2-inch PVC conduits as shown in the RFP No. 13-1 drawing. The conduits will be installed by trenching, and backfilling to the top of the LTSG with the approved flowable fill for the project. (Itemization listed below, and the subcontractor / supplier quote is attached.)</p> <table><tr><td>- Additional work for spoils removal, and re-grade LTSG (Snodgrass Construction).....</td><td>\$195.00</td></tr><tr><td>- Additional testing.....</td><td>\$100.00</td></tr><tr><td>- Added cost for additional conduit installation (Atlas Electric) .....</td><td><u>\$1,900.00</u></td></tr><tr><td>Subtotal.....</td><td>\$2,195.00</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$219.50</td></tr><tr><td>- Additional Bond at 1%.....</td><td><u>\$24.14</u></td></tr><tr><td>Total.....</td><td>\$2,438.64</td></tr></table>			- Additional work for spoils removal, and re-grade LTSG (Snodgrass Construction).....	\$195.00	- Additional testing.....	\$100.00	- Added cost for additional conduit installation (Atlas Electric) .....	<u>\$1,900.00</u>	Subtotal.....	\$2,195.00	- Overhead & Profit (10%) .....	\$219.50	- Additional Bond at 1%.....	<u>\$24.14</u>	Total.....	\$2,438.64
- Additional work for spoils removal, and re-grade LTSG (Snodgrass Construction).....	\$195.00															
- Additional testing.....	\$100.00															
- Added cost for additional conduit installation (Atlas Electric) .....	<u>\$1,900.00</u>															
Subtotal.....	\$2,195.00															
- Overhead & Profit (10%) .....	\$219.50															
- Additional Bond at 1%.....	<u>\$24.14</u>															
Total.....	\$2,438.64															
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. No provisions for concrete removal, or replacement.</li><li>3. No provisions for utility conflicts, unforeseen debris removal, unsuitable soil removal / replacement, pollution abatement, any unforeseen conditions, etc.</li><li>4. No additional contract time required for this work, however a response to this proposal is required no later than 11/5/08 or our work in this area will be delayed. Please note that if we are not able to complete this work as soon as possible it will conflict with the concrete paving schedule.</li><li>5. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>																
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.</b></p>																
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>																
<p>_____ Chris Oard Project Manager / Estimator</p> <p>_____ Date</p>																
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>																
<p><b>Date of</b> _____ <b>Authorized</b> _____</p>																



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Change Order Request No. 2


<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Additional Cost to Compact Westar's Gas Line Trench																					
	<b>Location:</b> Wichita Mid-Continent Airport																					
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> October 8, 2008																				
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012																				
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>We are requesting reimbursement for additional dirt compaction work for the newly installed gas line trench on the referenced project. This additional work by Snodgrass Construction will be required to insure that Westar's trench is suitably compacted prior to placing the new PCCP over the trench, if Westar chooses not to perform their compaction. At present both Snodgrass Construction, and the WAA both have directed Westar to compact their gas line trench with no results. Snodgrass Construction has no contractual bearing over Westar if they choose not to comply. We have no cost in our budget to perform this work for Westar. At this point the trench has been loosely backfilled, by windrowing the dirt over the trench opening.</p> <table><tr><td>- Skidsteer and Operator.....</td><td>\$520.00</td></tr><tr><td>- Additional Testing.....</td><td>\$100.00</td></tr><tr><td>- Trench Compactor.....</td><td>\$25.00</td></tr><tr><td>- Labor.....</td><td>\$368.00</td></tr><tr><td></td><td><u>Subtotal.....</u></td></tr><tr><td></td><td>\$1,013.00</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$00.00</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$10.13</td></tr><tr><td></td><td><u>Total .....</u></td></tr><tr><td></td><td>\$1,023.13</td></tr></table>			- Skidsteer and Operator.....	\$520.00	- Additional Testing.....	\$100.00	- Trench Compactor.....	\$25.00	- Labor.....	\$368.00		<u>Subtotal.....</u>		\$1,013.00	- Overhead & Profit (10%) .....	\$00.00	- Additional Bond at 1%.....	\$10.13		<u>Total .....</u>		\$1,023.13
- Skidsteer and Operator.....	\$520.00																					
- Additional Testing.....	\$100.00																					
- Trench Compactor.....	\$25.00																					
- Labor.....	\$368.00																					
	<u>Subtotal.....</u>																					
	\$1,013.00																					
- Overhead & Profit (10%) .....	\$00.00																					
- Additional Bond at 1%.....	\$10.13																					
	<u>Total .....</u>																					
	\$1,023.13																					
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. We will take care not to damage the gas line, but will not be held responsible if damage occurs.</li><li>3. No additional cost for supervision, and mobilization for this work.</li><li>4. No additional working days are required unless this work delays the LTSG and subsequently the PCCP. Lafarge will arrive the first of next week to begin placing lime, therefore we either need a quick response to this proposal, or Westar needs to return to the job and complete their work.</li><li>5. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>																						
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: \$1,023.13</b></p>																						
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>																						
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> Chris Oard Project Manager / Estimator</div><div style="text-align: center;"><u>10/8/08</u> Date</div></div>																						
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>																						
<p><b>Date of</b> _____ <b>Authorized</b> _____</p>																						



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Revised Change Order Request No. 1

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Reimbursement for Additional Electrical Work											
	<b>Location:</b> Wichita Mid-Continent Airport											
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> October 1, 2008										
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012										
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>We are requesting reimbursement for additional electrical work that was required in order to provide power to the new North Air Cargo Facility. When Atlas Electric installed and attempted to energize the new transformer for the building two weeks ago, they blew 2 of the 3, 5 amp fuses in the S&amp;C switchgear. The plans did not call for any work or fuse changes at the switchgear for this project. The existing fuses in the switchgear were 5 amp, and the fuses required to provide electrical service to the building are 100 amp per Nick Moore (PEC). The additional work required was a high voltage shut down, installation 3 ea 100 amp fuses, then the high voltage system was reenergized. The WAA provided the 3 ea 100 amp fuses. This work has already been completed, so the project could be supplied with the temporary power.</p> <table><tr><td>- Additional cost for a high voltage shut down, install 3 ea 100 amp fuses (fuses provided by owner), then reenergize the system (Atlas Electric) .....</td><td>\$375.00</td></tr><tr><td>Subtotal.....</td><td>\$375.00</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$00.00</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$3.75</td></tr><tr><td>Total .....</td><td>\$378.75</td></tr></table>			- Additional cost for a high voltage shut down, install 3 ea 100 amp fuses (fuses provided by owner), then reenergize the system (Atlas Electric) .....	\$375.00	Subtotal.....	\$375.00	- Overhead & Profit (10%) .....	\$00.00	- Additional Bond at 1%.....	\$3.75	Total .....	\$378.75
- Additional cost for a high voltage shut down, install 3 ea 100 amp fuses (fuses provided by owner), then reenergize the system (Atlas Electric) .....	\$375.00											
Subtotal.....	\$375.00											
- Overhead & Profit (10%) .....	\$00.00											
- Additional Bond at 1%.....	\$3.75											
Total .....	\$378.75											
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. No additional working days are required.</li><li>3. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>												
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: \$378.75</b></p>												
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>												
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> Chris Oard Project Manager / Estimator</div><div style="text-align: center;"><u>10/1/08</u> Date</div></div>												
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p> <p><b>Date of</b> _____ <b>Authorized</b> _____</p>												



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

TO: Gossen Livingston Architecture  
Attn: Rick Holbrook  
420 South Emporia  
Wichita, Kansas 67202

FAX: (316) 265-5646

Job Name: North Air Cargo Facility – Proposal to revise mechanical and electrical systems in Rooms I104, J203, and Area I mezzanine per RFP No. 12.

Location: Wichita Mid-Continent Airport

Phone: (316) 265-9367

Date: 10/22/08

CoW Project Number: 455365

Snodgrass Project No.: 28-012

We hereby submit an estimate for labor, material, and equipment to perform the work as follows:

Revise mechanical and electrical systems in Rooms I104, J203, and Area I mezzanine per the direction of RFP No.12 for the sum of \$4,008.73. (Itemization listed below, and subcontractor / supplier quotes are attached.)

- Additional cost for electrical changes (Atlas Electric).....	\$3,300.00
- Additional cost for mechanical changes (Wichita Mechanical).....	\$308.22
Subtotal.....	\$3,608.22
- Overhead & Profit (10%) .....	\$360.82
- Additional Bond at 1%.....	\$39.69
Total.....	\$4,008.73

### Clarifications:

1. Sales tax not included.
2. No changes to fire protection.
3. No provisions for additional fire extinguishers.
4. No provisions for additional signage.
5. No provisions for larger furnaces, or higher hp fans. The mechanical contractor has verified that the current units will work if the static pressure remains the same (see qualification in mechanical quote). We need confirmation from the mechanical engineer that the static pressure in these spaces will remain the same.
6. No additional contract time required for this work, however a response to this proposal is required no later than 11/6/08 or our work in this area will be delayed.
7. No additional mobilization, or prime contractor supervision / administrative costs if work is executed concurrent with original contract work in the same area.
8. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.

Payment to be made as follows: Upon completion of work.

  
Chris Oard Project Manager / Estimator

  
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.

Date of \_\_\_\_\_ Authorized \_\_\_\_\_



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

TO: Gossen Livingston Architecture  
Attn: Rick Holbrook  
420 South Emporia  
Wichita, Kansas 67202

FAX: (316) 265-5646

Job Name: North Air Cargo Facility –  
Proposal to provide two electrical receptacles, and two data  
outlets in room J201 per RFP No. 16.

Location: Wichita Mid-Continent Airport

Phone: (316) 265-9367

Date: 11/6/08

CoW Project Number: 455365

Snodgrass Project No.: 28-012

We hereby submit an estimate for labor, material, and equipment to perform the work as follows:

Provide two electrical receptacles, and ~~two~~ <sup>three</sup> data outlets in room J201 as shown in the RFP No. 16 documents.  
(Itemization listed below, and the subcontractor quotes are attached.)

- Additional receptacles, and data outlets (Atlas Electric) .....	\$600.00
- Added cost to cut-in five outlet boxes in gyp board walls (DSI) .....	\$100.00
Subtotal.....	\$700.00
- Overhead & Profit (10%) .....	\$70.00
- Additional Bond at 1%.....	\$7.70
Total.....	\$777.70

### Clarifications:

1. Sales tax not included.
2. No additional contract time is required for this work.
3. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.

Payment to be made as follows: Upon completion of work.

  
Chris Oard Project Manager / Estimator

11/6/08  
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.

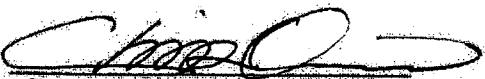

Date of \_\_\_\_\_ Authorized \_\_\_\_\_



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility Proposal to provide millwork countertop changes in Rooms I102, and J201 per RFP No. 15.											
	<b>Location:</b> Wichita Mid-Continent Airport											
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 11/12/08										
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012										
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>Provide change to millwork countertops from 24 inches deep to 30 inches deep in Rooms I102, and J201. Also shorten the worktop in J201 by 30 inches for the users printer as shown in the RFP No. 15 documents. (Itemization listed below, and the subcontractor quotes are attached.)</p> <table><tr><td>- Net cost increase to provide the millwork changes as described above (Wend-Wood).....</td><td>\$84.00</td></tr><tr><td>Subtotal.....</td><td>\$84.00</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$8.40</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$0.92</td></tr><tr><td>Total.....</td><td>\$93.32</td></tr></table>			- Net cost increase to provide the millwork changes as described above (Wend-Wood).....	\$84.00	Subtotal.....	\$84.00	- Overhead & Profit (10%) .....	\$8.40	- Additional Bond at 1%.....	\$0.92	Total.....	\$93.32
- Net cost increase to provide the millwork changes as described above (Wend-Wood).....	\$84.00											
Subtotal.....	\$84.00											
- Overhead & Profit (10%) .....	\$8.40											
- Additional Bond at 1%.....	\$0.92											
Total.....	\$93.32											
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. No additional contract time is required for this work.</li><li>3. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>												
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.</b></p>												
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>												
<div style="display: flex; justify-content: space-between;"><div> Chris Oard - Project Manager / Estimator</div><div> Date</div></div>												
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>												
<p><b>Date of</b> _____ <b>Authorized</b> _____</p>												





# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

**TO:** Gossen Livingston Architecture  
Attn: Rick Holbrook  
420 South Emporia  
Wichita, Kansas 67202

**FAX:** (316) 265-5646

**Job Name:** North Air Cargo Facility –  
Proposal to delete VCT in Rooms I101, I102, I103, J201 and  
J202 and replace with sealed concrete per RFP No. 14.

**Location:** Wichita Mid-Continent Airport

**Phone:** (316) 265-9367

**Date:** 11/18/08

**CoW Project Number:** 455365

**Snodgrass Project No.:** 28-012

**We hereby submit an estimate for labor, material, and equipment to perform the work as follows:**

Delete vinyl composition tile (VCT) flooring in Rooms I101, I102, I103, J201 and J202 and replace with sealed concrete as described in RFP No. 14. (Itemization listed below, and the subcontractor quote attached.)

- Delete VCT flooring including 10% OH&P, and 1% Bond (Total Installation).....<\$611.05>
- Add sealed concrete including 10% OH&P, and 1% Bond (Snodgrass Construction).....\$690.13

Total Additional Cost.....\$79.08

### Clarifications:

1. Sales tax not included.
2. No additional contract time is required for this work.
3. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

**We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.**

**Payment to be made as follows:** Upon completion of work.

  
Chris Oard - Project Manager / Estimator

  
Date

**Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.**

**Date of** \_\_\_\_\_ **Authorized** \_\_\_\_\_



ITEM 8



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal


<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Proposal to provide stainless steel “bird spikes” (bird deterrents) per the RFP No. 22 documents.											
	<b>Location:</b> Wichita Mid-Continent Airport											
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 2/11/09										
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012										
<b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b>  Furnish and install stainless steel “bird spikes” (bird deterrents) on the raceways of the Air Cargo signs, and tops of the UPS signs per the RFP No. 22 documents. (Itemization listed below, and the subcontractor quotes are attached.)  <table><tr><td>- Added cost to install bird deterrents (Tri-Mark Signworks).....</td><td>\$1,100.00</td></tr><tr><td>Subtotal.....</td><td>\$1,100.00</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$110.00</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$12.10</td></tr><tr><td>Total.....</td><td>\$1,222.10</td></tr></table>			- Added cost to install bird deterrents (Tri-Mark Signworks).....	\$1,100.00	Subtotal.....	\$1,100.00	- Overhead & Profit (10%) .....	\$110.00	- Additional Bond at 1%.....	\$12.10	Total.....	\$1,222.10
- Added cost to install bird deterrents (Tri-Mark Signworks).....	\$1,100.00											
Subtotal.....	\$1,100.00											
- Overhead & Profit (10%) .....	\$110.00											
- Additional Bond at 1%.....	\$12.10											
Total.....	\$1,222.10											
<b>Clarifications:</b>  <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. This work has been priced to be performed in one mobilization.</li><li>3. No provisions for traffic control, project signage, contractor limit signs, etc.</li><li>4. No provisions for security badging. If this work cannot be completed while the temporary security fence is up, Tri-Mark will need to be escorted by the WAA to perform the portion of work on the airfield side. The temporary security fence will be removed once final completion is established.</li><li>5. Execution / completion of this work will not affect substantial or final completion of the original contract. Upon approval of this proposal, the work will be executed in a timely manner dependant on suitable weather and coordination with the building users (if building is in use at time of performance).</li><li>6. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>												
<b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of:</b> See price and itemization above.												
<b>Payment to be made as follows:</b> Upon completion of work.												
<div style="display: flex; justify-content: space-between;"><div> Chris Oard Project Manager / Estimator</div><div> Date</div></div>												
<b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.												
Date of _____ Authorized _____												



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal


<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Net cost increase to furnish and install 16 door lock bodies and receive credit for the incorrect locks per the RFP No. 30 documents.													
	<b>Location:</b> Wichita Mid-Continent Airport													
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 2/20/09												
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012												
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>Remove specified lock bodies, repackage, and return to the supplier. Install correct lock bodies, and dummy / blank cylinders. Work will be performed per the RFP No. 30 documents. (Itemization listed below, and the supplier quote is attached.)</p> <table><tr><td>- Added cost to remove incorrect locks, and install correct locks (Snodgrass Construction).....</td><td>\$340.00</td></tr><tr><td>- Net cost to furnish correct hardware after credit for incorrect hardware (DH Pace) .....</td><td>\$998.00</td></tr><tr><td>Subtotal .....</td><td>\$1,338.00</td></tr><tr><td>- Overhead &amp; Profit (0%).....</td><td>\$0.00</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$13.38</td></tr><tr><td>Total.....</td><td>\$1,351.38</td></tr></table>			- Added cost to remove incorrect locks, and install correct locks (Snodgrass Construction).....	\$340.00	- Net cost to furnish correct hardware after credit for incorrect hardware (DH Pace) .....	\$998.00	Subtotal .....	\$1,338.00	- Overhead & Profit (0%).....	\$0.00	- Additional Bond at 1%.....	\$13.38	Total.....	\$1,351.38
- Added cost to remove incorrect locks, and install correct locks (Snodgrass Construction).....	\$340.00													
- Net cost to furnish correct hardware after credit for incorrect hardware (DH Pace) .....	\$998.00													
Subtotal .....	\$1,338.00													
- Overhead & Profit (0%).....	\$0.00													
- Additional Bond at 1%.....	\$13.38													
Total.....	\$1,351.38													
<p><b>Clarifications:</b></p> <ol style="list-style-type: none"><li>1. Sales tax not included.</li><li>2. Proposal price is based on the scope mentioned above, and the attached supplier quote. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.</li></ol>														
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of:</b> See price and itemization above.</p>														
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>														
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> Chris Oard Project Manager / Estimator</div><div style="text-align: center;"><u>2/20/09</u> Date</div></div>														
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>														
<p><b>Date of</b> _____ <b>Authorized</b> _____</p>														



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Proposal to add fire extinguishers, FE signs, and No Smoking signs per the RFP No. 26 documents.											
	<b>Location:</b> Wichita Mid-Continent Airport											
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 2/19/09										
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012										
<b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b>  Add 7 ea fire extinguishers, 7 ea "fire extinguisher" signs, and 11 ea "No Smoking" signs per the RFP No. 26 documents.  <table><tr><td>- Added cost to install FE's and signs (Snodgrass Construction).....</td><td>\$697.50</td></tr><tr><td>Subtotal.....</td><td>\$697.50</td></tr><tr><td>- Overhead &amp; Profit (10%) .....</td><td>\$69.75</td></tr><tr><td>- Additional Bond at 1%.....</td><td>\$7.67</td></tr><tr><td>Total.....</td><td>\$774.92</td></tr></table> <b>Clarifications:</b>  1. Sales tax not included. 2. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.			- Added cost to install FE's and signs (Snodgrass Construction).....	\$697.50	Subtotal.....	\$697.50	- Overhead & Profit (10%) .....	\$69.75	- Additional Bond at 1%.....	\$7.67	Total.....	\$774.92
- Added cost to install FE's and signs (Snodgrass Construction).....	\$697.50											
Subtotal.....	\$697.50											
- Overhead & Profit (10%) .....	\$69.75											
- Additional Bond at 1%.....	\$7.67											
Total.....	\$774.92											
<b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of:</b> See price and itemization above.												
<b>Payment to be made as follows:</b> Upon completion of work.												
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> Chris Oard Project Manager / Estimator</div><div style="text-align: center;"><u>2/19/09</u> Date</div></div>												
<b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.												
<b>Date of</b> _____ <b>Authorized</b> _____												



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Deduct Proposal

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility – Deduct for directional signage (post and panels signs).	
	<b>Location:</b> Wichita Mid-Continent Airport	
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 2/16/09
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012

**We hereby submit an estimate for labor, material, and equipment to perform the work as follows:**

Cost deduct for directional signage changes per the direction given in the attached 1/28/09 (1:32 pm) email from Don Dearnont (WAA). (Itemization listed below, and the subcontractor quotes are attached.)


- Deduct for signage changes (TriMark Signworks).....	<\$1,949.00>
Subtotal.....	<\$1,949.00>
- Overhead & Profit (10%) .....	<\$194.90>
- Additional Bond at 1%.....	<\$21.44>
Total Deduct.....	<\$2,165.34>

**Clarifications:**

1. Sales tax not included.
2. Proposal price is based on the scope mentioned above, and attached sub quote. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

**We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.**

**Payment to be made as follows:** Upon completion of work.

  
Chris Oard Project Manager / Estimator

2/16/09  
Date

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.


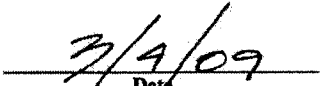
Date of \_\_\_\_\_ Authorized \_\_\_\_\_



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal

<b>TO:</b> Gossen Livingston Architecture Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202  <b>FAX:</b> (316) 265-5646	<b>Job Name:</b> North Air Cargo Facility –  Deduct from cost allowance for the lighted "Air Cargo" Signs.	
	<b>Location:</b> Wichita Mid-Continent Airport	
	<b>Phone:</b> (316) 265-9367	<b>Date:</b> 3/4/09
	<b>CoW Project Number:</b> 455365	<b>Snodgrass Project No.:</b> 28-012
<p><b>We hereby submit an estimate for labor, material, and equipment to perform the work as follows:</b></p> <p>Addendum item number ADD 1 – 2 provided a cost allowance of \$25,000.00 for the fabrication, and associated costs for 2 ea. lighted "Air Cargo" signs.</p> <p>We are offer the <u>cost deduct</u> below for the unused portion of this allowance.</p> <p style="text-align: center; font-size: 2em; transform: rotate(-30deg);">CREDIT</p>		
<p><b>We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of \$3,022.50</b></p>		
<p><b>Payment to be made as follows:</b> Upon completion of work.</p>		
<p> Chris Oard Project Manager / Estimator</p> <p> Date</p>		
<p><b>Acceptance of Proposal</b> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.</p>		
<p>Date of _____ Authorized _____</p>		



# SNODGRASS & SONS CONSTRUCTION CO., INC.

2700 George Washington Blvd.  
Wichita, Kansas 67210  
Phone 316-687-3110 / Fax 316-687-5853

## Proposal (Revised)

TO: Gossen Livingston Architecture  
Attn: Rick Holbrook  
420 South Emporia  
Wichita, Kansas 67202

FAX: (316) 265-5646

Job Name: North Air Cargo Facility –

Proposal to extend the south security fence height by 4 feet per the RFP No. 24 documents, and revisions to the RFP.

Location: Wichita Mid-Continent Airport

Phone: (316) 265-9367

Date: ~~2/11/09~~ 2/18/09

CoW Project Number: 455365

Snodgrass Project No.: 28-012

We hereby submit an estimate for labor, material, and equipment to perform the work as follows:

Extend the security fence height by 4 feet, at the first four fence panels adjacent and directly south of the building per the RFP No. 24 documents. (Itemization listed below, and the subcontractor quotes are attached.)

Modify recently installed 8' tall fence to 12' height (see attached narrative of this work):

- Added cost to add 4' of height to fence (American Fence).....	\$2,215.00
Subtotal.....	\$2,215.00
- Overhead & Profit (10%) .....	\$221.50
- Additional Bond at 1%.....	\$24.36
Total.....	\$2,460.86

### Clarifications:

1. Sales tax not included.
2. You are advised to read American Fence's narrative on how they intend to execute this work (see attached quote). The subcontractor will extend the existing 8' posts an additional 4'. Salvaged 8' fence material belonging to the owner will be cut down to 4' and used to extend the height of the 8' fabric on up to 12'.
3. The bottom 8' only of the 12' chain link will have the privacy slats per GLA.
4. This work has been priced to be performed in one mobilization.
5. No provisions for traffic control, project signage, contractor limit signs, etc.
6. No provisions for security badging. If this work cannot be completed while the temporary security fence is up. American Fence will need to be escorted by the WAA to perform their work. The temporary security fence will be removed once final completion is established. If escorting is not an option the cost of badging (including WAA security badge costs and American Fence wage costs to get badged) will be the responsibility of the owner by an addendum to this proposal.
7. Execution / completion of this work will not affect substantial or final completion of the original contract. Upon approval of this proposal, the work will be executed in a timely manner dependant on suitable weather and coordination with the building users (if building is in use at time of performance).
8. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications, for the sum total of: See price and itemization above.

Payment to be made as follows: Upon completion of work.

  
Chris Oard Project Manager / Estimator

2/18/09  
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above.

Date of \_\_\_\_\_ Authorized \_\_\_\_\_

**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Wichita Airport Authority

**SUBJECT:** Drainage Study for Taxiway A1 (formerly Taxiway A)  
Supplemental Agreement No. 1  
Colonel James Jabara Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the supplemental agreement.

**Background:** On June 12, 2007 the Wichita Airport Authority approved the capital project to construct Taxiway A1 (formerly Taxiway A) with an Apron. As part of that project, an agreement with Professional Engineering Consultants (PEC) was approved for \$15,934 for the initial drainage study to study the Wetlands and drainage options for Taxiway A1.

**Analysis:** During the study it was determined a Wetlands Permit would be required before drainage solutions and grading option costs could be determined. A supplemental agreement has been prepared to authorize the additional grading options study and the Wetlands permit.

**Financial Considerations:** The cost of the additional work is \$16,419.60. This expense is within the current budget of \$1,040,000.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through development of additional pavements to serve the aviation community.

**Legal Considerations:** The supplemental agreement has been approved by the Law Department as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1 with PEC, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement #1.



SUPPLEMENTAL AGREEMENT NO. 1  
to the  
CONTRACT FOR CONSULTING SERVICES DATED JUNE 12, 2007  
between  
THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS  
Party of the First Part, hereinafter called the  
"OWNER"  
and  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 South Topeka  
Wichita, Kansas  
Party of the Second Part, hereinafter called the  
"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Consulting Services to be provided by the CONSULTANT in conjunction with the Taxiway A-1 Extension and Construction of Apron (PROJECT) at Colonel James Jabara Airport, Wichita, Sedgwick County, Kansas, and,

WHEREAS, the OWNER now desires to modify the SCOPE OR SERVICES,

WHEREAS, Article IV.B. provides that upon request by the OWNER the CONSUTLANT will prepare an estimate of the fee for the change in services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

The Scope of Services under ARTICLE I of the original Contract shall be modified to include the SCOPE OF SERVICES as outlined below:

I. SCOPE OF SERVICES: PHASE II - TAXIWAY A-1 WETLANDS PERMIT AND CHANNEL IMPROVEMENT STUDY

A. U.S. ARMY CORPS OF ENGINEERS SECTION 404 (WETLANDS) PERMIT PREPARATION AND DRAINAGE WAY GRADING OPTIONS STUDY.

- i. SECTION 404 (WETLANDS) PERMIT PREPARATION. The CONSULTANT will prepare a Section 404 permit application for the construction of the proposed taxiway project, which will involve placing fill material in identified jurisdictional wetlands. The CONSULTANT will communicate and coordinate as necessary with the United States Corps of Engineers (USACE) staff, with the end result being the receipt of a Nation Wide Permit for the Project. Specifically, the Engineer will undertake the following tasks:
  1. Pre-application meeting. CONSULTANT will attend a meeting with the OWNER and USACE to discuss the proposed project and the options for mitigating the impact(s) to the wetlands. The meeting will serve to shorten the application review and approval process by ensuring the initial application addresses all the issues and to discuss options for mitigation.
  2. Prepare and submit the Section 404 Permit and all supporting documentation.
  3. Prepare and submit the Wetlands Mitigation Plan with the Permit application.
  4. Prepare and submit responses to Corps' comments to the Permit application.
- ii. DRAINAGE WAY GRADING OPTIONS STUDY. The CONSULTANT will perform a study and prepare a summary of findings and cost estimates for three options for improvement of the existing drainage way reach between the existing 9'x5' RCB and Webb Road. (See Fig. 1) The drainage way currently consists of ponds and a drainage channel that meanders through a wooded area. Specifically, the CONSULTANT will perform the following tasks:

1. Prepare a concept site plan and typical section(s) that fills in the ponds, establishes a "pilot channel", and removes all the wooded trees and vegetation. This upstream end of this concept plan will be at the point where the wooded area ends and the channel is more clearly defined; approximately 400 l.f. downstream of Webb Road.
2. Prepare a concept site plan and typical section(s) that accomplishes the same as Item 1 above, but also places additional fill material to restrict the channel width down to a minimal overall width while still maintaining sufficient hydraulic capacity to carry the design storm event. The entire reach length will be considered for this Option.
3. Prepare a concept site plan and typical section(s) that eliminate the ponds and drainage channel by constructing a storm sewer system to carry the design storm flows through the entire reach underground. Additionally, the plan will show storm drain inlets and shallow drainage "swales" to carry and collect the on-site surface drainage.
4. Prepare a summary of project cost estimates for each of the three options described above.
5. Submit the concept plans and cost estimates to the OWNER for review and make requested revisions and/or additions based on review comments. Resubmit concept plans and estimates.
6. No additional field survey services will be provided for this work Item. Existing aerial contour mapping (from the recent PEC airport wide drainage study project) and previous ground survey data will be used to complete this task.

## II. TIME OF PERFORMANCE.

- A. The CONSULTANT shall commence work on PHASE II of the PROJECT within ten (10) days following authorization by the OWNER to proceed and shall endeavor to complete the PROJECT in accordance with the following schedule, except that the CONSULTANT shall not be responsible or held liable for delays occasioned by the action or inaction of the OWNER or other agencies.

1. Prepare the Section 404 Permit application within 21 days following the OWNER's authorization to proceed.
2. Complete and submit a draft of the Drainage Way Grading Options study within 60 days following the OWNER's authorization to proceed.
3. Complete and submit the final report of the Drainage Way Grading Options study to the OWNER within 21 days following receipt of the OWNER's review comments of the draft report.

### III. EXCLUSIONS.

- A. The foregoing Scope of Services does not include preparation of an environmental assessment or environmental impact statement.
- B. Preparation of additional documentation or attendance at any public meetings that may be required in the event that the USACE determines the project would require an Individual Permit. These additional services may be provided, if necessary, on a time and expense basis as part of a supplemental agreement. (The CONSULTANT does not anticipate that these services will be required.)
- C. Design of construction documents for any of the drainage way grading options presented within the study.
- D. Field surveying services.

### IV. THE OWNER AGREES.

- A. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

### V. PAYMENT PROVISIONS.

- A. Phase II Services: Payment to the CONSULTANT for performance of Phase II Services shall be on the basis of a separate Lump Sum amount of \$16,419.60 (Exhibit A-1).

The parties hereunto mutually agree that all provisions and requirements of the original Contract not specifically modified by Supplemental Agreement shall remain in force and effect.

IN WITNESS THEREOF, the OWNER and CONSULTANT have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President "OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 S. Topeka  
Wichita, Kansas

By: Dant Halhal

By: Richard A. Schlitt

Title: Principal

Title: Secretary / Treasurer

APPROVED AS TO FORM: Jay E. Reberly, Jr. Date: \_\_\_\_\_  
Director of Law

ATTACHMENTS: FIGURE 1 – Study Area Map  
EXHIBIT A-1 – Fee Estimate  
EXHIBIT A-2 – GSI Proposal

RECEIVED

Page 5 of 5 MAR 26 2009

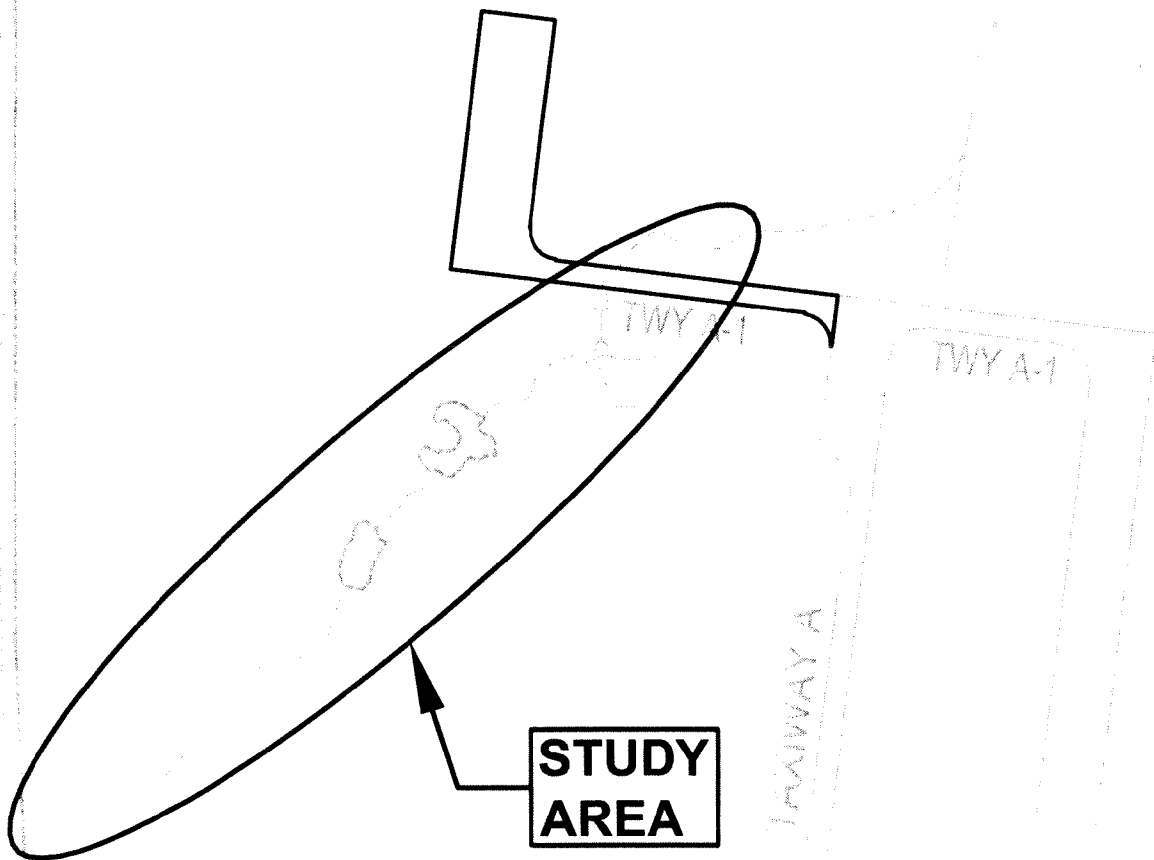
RECEIVED

MAR 04 2009

AIRPORT ENGINEERING

AIRPORT ENGINEERING

**FIGURE 1**



## **TAXIWAY A-1**

**COLONEL JAMES JABARA AIRPORT**

**THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS**

DATE	DR. BY	SCALE	SHEET
2/2/09	H.G.O.	1" = 300'	1 of 1

# ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT: Taxiway A-1 404 Permit &amp; Channel Imp. Study

LOCATION: Jabara Airport

WORK ITEM: Corps 404 Permit &amp; Channel Study PROJECT NO 32-07363-001-019

DATE: 1-27-09

DESCRIPTION: Prepare &amp; Submit Corps 404 Wetlands Permit &amp; Study of Channel upstream of RCP for improvements

**(I) SALARY COSTS**

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	\$45.00	6	\$270.00	
2. PROJECT MANAGER	\$38.00	68	\$2,584.00	
3. PROJECT ENGINEER	\$30.00			
4. DESIGN ENGINEER	\$26.00	22	\$572.00	
5. DESIGN TECHNICIAN	\$28.50			
6. SENIOR DRAFTER	\$20.00	42	\$840.00	
7. DRAFTER				
8. SURVEYOR, PARTY CHIEF				
<b>SUBTOTAL</b>		138		\$4,266.00

<b>(II) OVERHEAD</b>	1.3000 X (I)	\$5,546.00
----------------------	--------------	------------

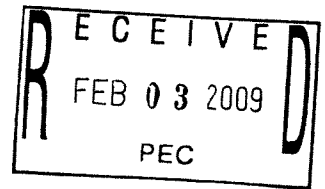
<b>(III) SUBTOTAL (I + II)</b>	\$9,812.00
--------------------------------	------------

<b>(IV) FIXED FEE</b>	15%	\$1,472.00
-----------------------	-----	------------

**(V) DIRECT COSTS**

1. PREMIUM TIME				
2. CAD PER HOUR	\$16.00	42	\$672.00	
3. TRAVEL PER MILE				
4. PRINTING (SPEC. ETC.)	@ Cost			
5. GSI (Subconsultant)			\$4,463.60	
<b>SUBTOTAL</b>				\$5,135.60

<b>(VI) TOTAL FEE FOR PROJECT DESIGN (III + IV + V)</b>	\$16,419.60
---	-------------



February 3, 2009

Mr. Darwin Cronk  
Professional Engineering Consultants, PA  
303 S. Topeka  
Wichita, KS 67202-4309

SUBJECT: Proposal for Section 404 Permit Application Preparation  
Taxiway A-1 Wetland Permit  
Colonel James Jabara Airport  
Wichita, Kansas  
GSI Proposal No. P097017

Dear Mr. Cronk:

Geotechnical Services, Inc. (GSI) is pleased to present this proposal to prepare and submit a Section 404 permit application for the referenced project.

GSI is committed to providing a high level of service to its clients. If a change in the proposed scope of work is requested, we are prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions beyond that which is described in this proposal may result in additional risks assumed by your firm and your client and may require adjustments to our fee.

#### PROJECT DESCRIPTION

We understand that the proposed taxiway project will require the placement of fill material in identified jurisdictional wetlands, requiring permitting under Section 404 of the Clean Water Act. Professional Engineering Consultants, P.A. (PEC) has requested that GSI provide professional services associated with securing the necessary Section 404 permit for the project.

#### SCOPE OF SERVICES

The proposed scope of services for this project will include:

- GSI will schedule and attend one pre-application meeting with the United States Army Corps of Engineers (USACE) to discuss the proposed project, impacts to Waters of the United States, including wetlands and mitigation requirements.
- GSI will prepare and submit the required permit application documents based on proposed project plans and pre-application meeting discussion. PEC will be responsible for providing





project plans detailing the scope of the project and identifying areas of impacted Waters of the United States, including wetlands for submittal as a part of the required permit application.

- GSI will prepare and submit wetland mitigation plans with the required permit application. PEC will prepare and assist with mitigation plan drawings as necessary.
- GSI will respond to any USACE comments regarding the permit application and submit revisions as necessary.

### **SCHEDULE**

We can begin work on this project upon receipt of your authorization to proceed. Depending on USACE and PEC staff availability, GSI will schedule the pre-application meeting within two weeks of project initiation. Draft permit application documents will be provided for review within 10 working days following the pre-application meeting. We will provide verbal updates as information is developed in order to expedite the project schedule.

### **FEES AND CONDITIONS**

Our services will be performed in accordance with the attached fee schedule and General Conditions.

Please note that payment is due within 30 days of the presentation of our invoice. If payment within 30 days is not possible, we should be contacted prior to commencing work to develop an acceptable payment schedule.

### **LIMITATIONS**

The estimated project cost assumes the project meets the criteria for a Nationwide Permit. If an individual permit is required, additional expenses would be incurred. Any additional work approved by PEC will be invoiced at the unit rate of \$95.00 per hour.

### **CLOSURE**

GSI appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or need additional information, please contact me at your convenience.

Respectfully submitted,  
Geotechnical Services, Inc.

Gregg L. Armstrong  
Senior Scientist

David A. Edwards, P.E.  
Senior Vice President

Enclosures: General Conditions and Fee Schedule



**Colonel James Jabara Airpot  
Taxiway A-1 Section 404 Permitting  
Fee Schedule**

<b>Pre-Application Meeting</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit rate</b>	<b>Cost</b>
Project Review and determination of applicable permitting options	4	hours	\$95.00	\$380.00
Preparation for pre-application meeting	4	hours	\$95.00	\$380.00
Preapplication meeting	8	hours	\$95.00	\$760.00
Per Diem	1	day	\$100.00	\$100.00
Mileage	360	mile	\$0.51	<u>\$183.60</u>
<b>Sub total</b>				<b>\$1,803.60</b>
 <b>Permitting and Mitigation Plan</b>				
Prepare and submit application or pre-construction notification as necessary	12	hours	\$95.00	\$1,140.00
Prepare and submit mitigation plan	8	hours	\$95.00	\$760.00
Response to USACE comments	8	hours	\$95.00	<u>\$760.00</u>
<b>Subtotal</b>				<b>\$2,660.00</b>
 <b>Project Total</b>				<b>\$4,463.60</b>

**This estimate assumes the project meets criteria for a Nationwide Permit. If an individual permit is required additional expense will be incurred. Additional work approved by the client will be invoiced at the unit rate of \$95.00/hour.**

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL APRIL 21, 2009**

- a. 37th Street North, Maize Road to Tyler Road & Maize Road Turn Lane Improvement Project (472-84693/472-84787/706977/766235/208443/490253) Road Closed-See Special Provisions. (District V) - \$5,110,000.00
- b. Lateral 126, Sanitary Sewer #23 to serve St. James Episcopal Church in Cossitt & Magill's Addition (north of Douglas, east of Hillside) (468-84576/744301/480990) Traffic to be maintained using flagpersons & barricades. (District II) - \$110,000.00

**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Community Events: Cyclocross Race Criterium. (District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for street closures.

**Background:** In accordance with the Community Events Procedure, the event promoter Carl Garrison, Oz/Specs Racing Team is coordinating with City of Wichita Park & Recreation Staff subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Cyclocross Race Criterium May 24, 2009 10:00 am – 3:00 pm**

- West 11<sup>th</sup> Street, North Oak Park Drive to North Forrest Avenue.
- North Forrest Avenue, 11<sup>th</sup> Street to 12<sup>th</sup> Street.
- North Oak Park Drive, North Forrest Street to West 11<sup>th</sup> Street.  
Please see attached map.

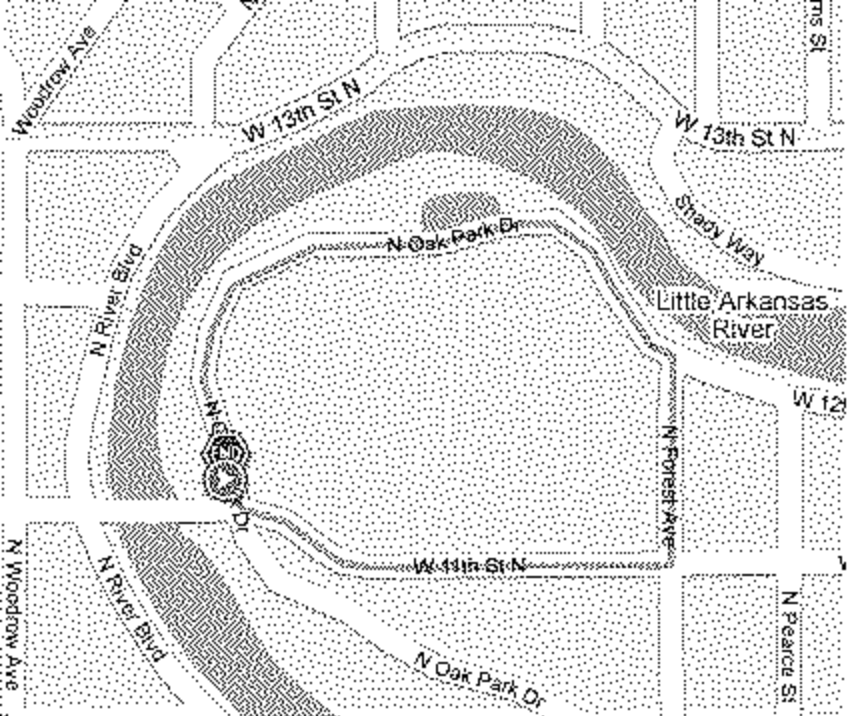
Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to:  
(1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Department of Park and Recreation.



City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council

**SUBJECT:** Community Events - 2009 Wichita River Festival. (Districts I, III, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the licensing report and request for permit for the 2009 Wichita River Festival, as per the Memorandum of Understanding (MOU) between the City of Wichita (CITY) and Wichita Festivals, Inc., (WFI).

**Background:** Since 1973 Wichita Festivals, Inc. has been coordinating and producing a multi-day community celebration attracting local residents and tourists from the state of Kansas and surrounding states. Economic Impact from the 2008 event was approximately \$22 million dollars.

**Analysis:** Wichita Festival, Inc. is coordinating with City of Wichita departments for licensing and street closure request. Approval of such permit will be in lieu of issuance of individual permits and authorizations identified as necessary.

**Financial Consideration:** City sponsorship of \$40,000 will be taken from the Convention and Tourism fund. The City also agrees to meet the commitment of \$50,000 for in-kind services to WFI which is a level similar to the previous year.

**Goal Impact:** Enhance the Quality of Life.

**Legal Consideration:** The Law department has reviewed and approved the certificate of insurance.

**Recommendation/Actions:** Approve the request for permit for Wichita Festivals, Inc. 2009 River Festival taking place May 8 – 16, 2009.

**Attachments:** River Festival Licensing and Street Closure Forms.

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** 2009 Street Rehabilitation Program (Districts I, III, IV & V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the project.

**Background:** The 2007-2016 Capital Improvement Program (CIP) includes ongoing funding to rehabilitate major streets. This General Obligation bond funding is separate from the Contract Maintenance Program that is funded by the Public Works operation budget. West Kellogg and Hillside, south of Kellogg, have been selected for this program as they are two of the most severely deteriorated arterial streets in town and are, at best, difficult to maintain. The Hillside rehabilitation will consist of the removal and replacement of deteriorated concrete slabs as necessary. West Kellogg was selected as it is a connecting link state highway and is in need of a mill and overlay.

**Analysis:** The 2009 funds will reconstruct Kellogg, between 119<sup>th</sup> St. West and 111<sup>th</sup> St. West and Hillside, between Bayley and Gilbert.

**Financial Considerations:** The total project cost will be \$600,000. The 2009 CIP provides \$400,000 in General Obligation bond funding for the project. KDOT will contribute \$200,000 to match a City contribution of \$200,000 for the Kellogg connecting link work. A City/KDOT agreement has been prepared to establish the State's contribution to the west Kellogg project. The remaining \$200,000 in General Obligation funding will be for the Hillside location.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing needed street maintenance.

**Legal Considerations:** The Law Department has approved the authorizing Ordinance and KDOT agreement as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the project, approve the City/KDOT Agreement, place the Ordinance on First Reading, and authorize the necessary signatures.

**Attachments:** Maps, CIP Sheet, Agreement and Ordinance

First Published in the Wichita Eagle

ORDINANCE NO. 48-321

AN ORDINANCE DECLARING **KELLOGG, BETWEEN 119TH ST. WEST AND 111TH ST. WEST; AND HILLSIDE, BETWEEN BAYLEY AND GILBERT (2009 STREET REHABILITATION PROGRAM) 472-84815** TO BE MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Kellogg, between 119th St. West and 111th St. West; and Hillside, between Bayley and Gilbert (2009 street rehabilitation program) 472-84815** in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Kellogg, between 119th St. West and 111th St. West; and Hillside, between Bayley and Gilbert (2009 street rehabilitation program) 472-84815** as main trafficways in the following particulars:

The design and construction of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Six Hundred Thousand Dollars (\$600,000)** exclusive of the cost of interest on borrowed money, with **\$400,000** paid by the City of Wichita and **\$200,000** paid by State Transportation Grants. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the Office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.



SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of May, 2009.

\_\_\_\_\_  
CARL BREWER, MAYOR

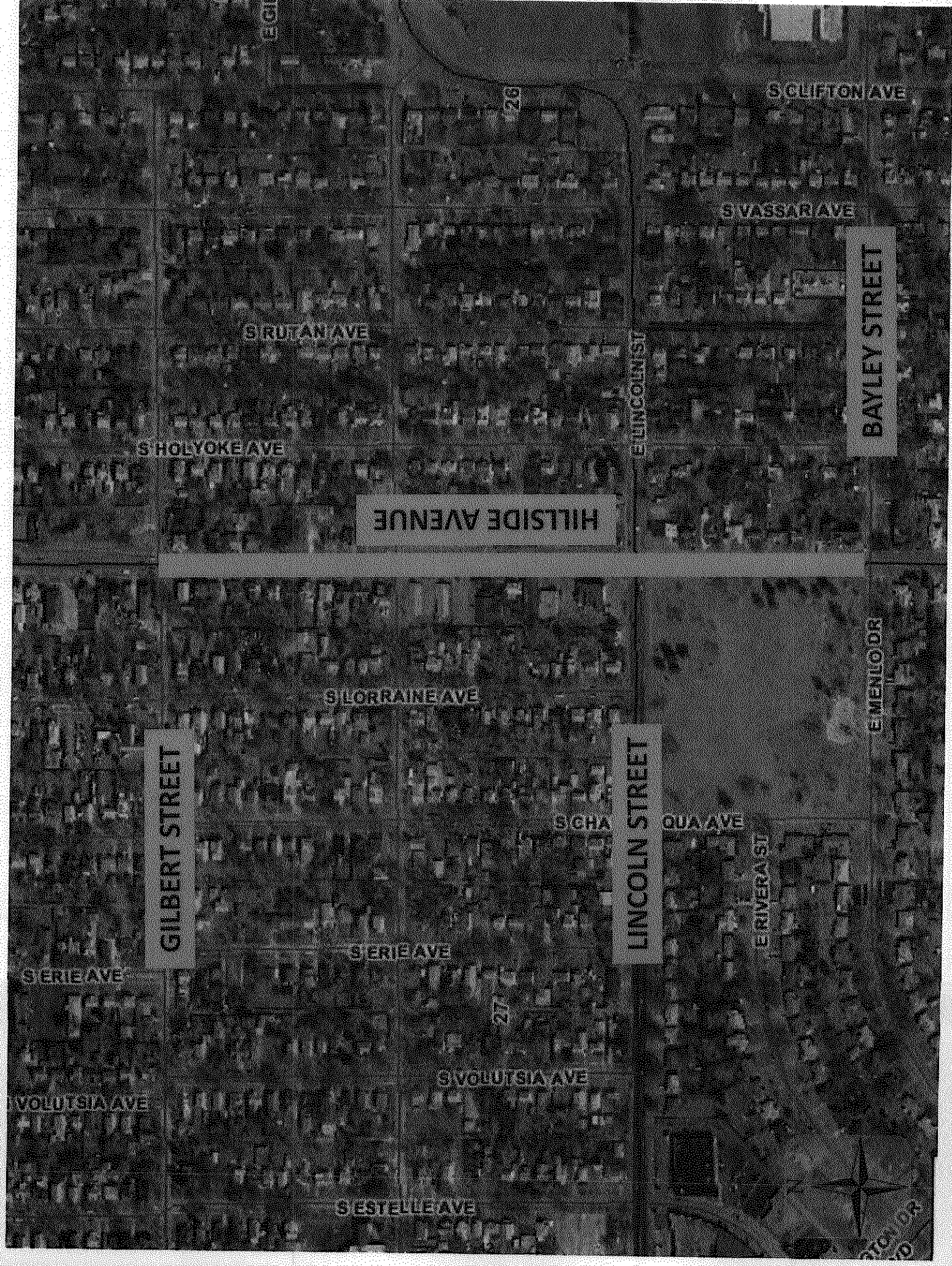
ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW



HILLSIDE AVENUE

GILBERT STREET

LINCOLN STREET

BAYLEY STREET

EMINO DR

RIVERA ST





**KLINK 2011 Location: Kellogg, 111<sup>th</sup> St W to 119<sup>th</sup> St W**



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project  
To Revise Project

X
---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/8/2009	4. Project Description & Location 2009 CIP Street Rehab Program
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
MS-	10. Estimated Completion Date	11. Project Revised	
9. Estimated Start Date	As Required	12A.	
12. Project Cost Estimate			
ITEM	GO	SA	KDOT
Right of Way			TOTAL
Paving, grading & const.	\$400,000		\$200,000
Bridge & Culverts			\$600,000
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Railroad			
Totals	\$400,000		\$200,000
Total CIP Amount Budgeted			\$600,000
Total Prelim. Estimate			472-84815

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

13. Recommendation: Approve the Project, Agreement, Ordinance

Division Head <i>Ray Jay</i> for Jim Armour	Department Head <i>Ray Jay</i> 04/09/09	Budget Officer <i>Ray Jay</i>	City Manager <i>Ray Jay</i>
Date	Date	Date	Date

PROJECT NO. 54-87 U-2227-01  
KLINK 1R RESURFACING PROJECT  
CMS CONTRACT NO. 017115022  
CITY OF WICHITA, KANSAS

## AGREEMENT

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

**The City of Wichita, Kansas,** hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

**PURPOSE:** The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project on US54, from 119<sup>th</sup> Street to 111<sup>th</sup> Street in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

### DEFINITIONS

City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for a section of the city street as described in the current KDOT Project Authorization Form 883.

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as described in the PURPOSE paragraph above or as described in the current KDOT Project Authorization Form 883.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing and stripping along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulder resurfacing is participating bid item if a shoulder exists on the city-connecting link. Traffic loop replacement is eligible on the connecting link when milling will destroy the existing loop(s). Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary installation of such a system will be less expensive than replacing and maintaining traffic signal loops. The hauling of millings to one pre-arranged location within the City and minor adjustments of existing manhole rings to match the final surface are participating bid items.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter (repair or new construction), storm sewers, construction or repair of driveways or sidewalks, sidewalk ramps, major manhole adjustments or reconstruction of manholes, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, work performed outside the Project termini, work performed outside the city limits, items with unit price changes from the let price (other than items with a price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

## **TERMS OF AGREEMENT**

### **ARTICLE I**

#### **THE SECRETARY AGREES:**

1. To reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

### **ARTICLE II**

#### **THE CITY AGREES:**

1. The participating Project limits as described in the PURPOSE or Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing

along the Project. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT KLINK Program Manager, Bureau of Local Projects electronically between November 1 and March 1 of the Project's programmed fiscal year. All correspondence must be sent by e-mail. Project PPS&E

received later than May 1 of the programmed fiscal year shall require the Project to move into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City (or the City's consultant) shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

12. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City or the City's consultant shall receive a Final Review of PS&E notice from KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City can advertise the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E notice from KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish KDOT an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

**The City agrees, immediately after the Project is let, to inform the KDOT KLINK Program Manager, Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount. The City agrees to submit electronically the Bid Tabulations, the Notice of Award, and the Signed Contract Documents (scanned) to the KDOT KLINK Program**



Manager, Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to beginning any construction on the Project. **Any work completed prior to receipt of a "Notice of Work Starting" shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance website.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK 1R Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the KLINK Program Manager, Bureau of Local Projects that the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project via email from the KDOT Area Engineer.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred

by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

### **ARTICLE III**

#### **THE PARTIES MUTUALLY AGREE:**

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. It is the policy of the Secretary to make final payments to the City in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the City to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the City's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The City agrees if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, the City will refund to the Secretary the total amount of monies paid for same.

The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during construction, the City shall inform the Secretary of any changes in the plans and specifications.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

APPROVAL AS TO FORM

By: \_\_\_\_\_

Jerome T. Younger, P.E.

\_\_\_\_\_  
(Date)

Deputy Secretary for Engineering and  
State Transportation Engineer

Gary E. Rebenstorf / 9/1/00  
Gary Rebenstorf, Director of Law

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL  
JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and  
any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

- (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Agreements for Design Services for parking lot improvements associated with the Intrust Bank Arena and Arena Neighborhood Redevelopment (District I)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Agreements.

**Background:** On December 16, 2008, the City Council approved an agreement with Sedgwick County which provides County funding for Intrust Arena street and parking lot improvements with the work to be administered by the City.

**Analysis:** The proposed Agreements between the City and Baughman Company and Ruggles & Bohm provide for the design of three new surface parking lots associated with the Intrust Bank Arena and Arena Neighborhood Redevelopment. The Staff Screening and Selection Committee met on March 11, 2009 to interview three consultants (Baughman, MKEC Engineering Consultants, Ruggles & Bohm) for designing the parking lot improvements. The Committee elected to award two separate projects to Baughman and Ruggles & Bohm based on each consultant's ability to comply with time constraints and to stay within the expected budget. In addition, Ruggles & Bohm had previously completed a preliminary design for the WTA parking lot; and Baughman's survey records in the area of the St. Francis and Emporia lots will aide in a quick and complete determination of property boundaries, which is necessary for completion of these designs. Baughman was selected for the design of the parking lots at Lewis & Emporia and Kellogg & St. Francis. Ruggles & Bohm was selected for the design of the parking lot at Waterman & Mead.

**Financial Considerations:** Payment to Baughman is on an hourly basis not to exceed \$61,920 and Ruggles & Bohm is not to exceed \$27,000, also on an hourly basis. Funding source is Sedgwick County.

**Goal Impact:** The projects address the Efficient Infrastructure and Vibrant Downtown Goals by improving the area around the Intrust Bank Arena.

**Legal Considerations:** The Agreements have been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreements and authorize the necessary signatures.

**Attachments:** Agreements.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SURFACE PARKING LOTS FOR INTRUST BANK ARENA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**SURFACE PARKING LOTS FOR INTRUST BANK ARENA  
(472 84808)**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing surface parking lots associated with the Intrust Bank Arena and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project

Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on an hourly basis not to exceed **\$27,000.00**
- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

EXHIBIT "A"

**PARKING LOT IMPROVEMENTS ASSOCIATED WITH THE  
INTRUST BANK ARENA AND ARENA NEIGHBORHOOD REDEVELOPMENT  
(472 84808)**

The ENGINEER shall design a surface parking lot at **Waterman & Mead (213 spaces – D2c)**. The project design will involve storm water drainage considerations; lighting design; evaluation of necessary utility relocations/adjustments; signage; landscaping; and maximizing the efficiency of ingress/egress during special events, for all three lots. The design shall follow the guidelines in the Arena Neighborhood Redevelopment Plan, which is available upon request. No potable water and/or sanitary sewer work is expected.

The ENGINEER shall evaluate the condition of the existing parking lot **C1, at Waterman & Mead**, as part of this project. This evaluation should include, but not be limited to existing pavement condition, pavement markings, lighting and drainage. Any recommended improvements to parking lot **C1**, approved by staff, will be designed into the project. Preliminary investigation of area drainage indicates that the existing system will need to be upsized through parking lot **C1** to accommodate the additional surface runoff from proposed parking lot **D2c**, immediately to the south. The design for parking lot **D2c** shall incorporate the same features and design characteristics of parking lot **C1**, including lighting and landscaping. All design work associated with parking lots **D2c** and **C1** should be coordinated with Mike Vinson, Wichita Transit Authority Director.

The ENGINEER shall design improvements for both parking lots **south of William, between Broadway and Topeka (B1)**. The scope of services may include design of repairs, surface treatments, and/or pavement markings and signage for these existing lots.

In coordination with the opening of the Intrust Bank Arena, final approved plans shall be due no later than June 1, 2009. Accordingly, construction sequencing shall allow completion of the project prior to November 1, 2009. During the Discovery Phase the ENGINEER is to meet with the area businesses and City staff to determine the project's scope of improvements and the design criteria. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to City staff and City Council (if required); and revise the designs as necessary to secure approval by the City Council of a final concept. A preliminary cost estimate of the approved concepts is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve the initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. This project will include coordination of the relocation of utilities as necessary. This project will not have State or Federal funding.

- Concept designs are due April 10, 2009.
- Field Check plans are due May 1, 2009.
- Office Check plans are due May 18, 2009.
- Final plans are due June 1, 2009.

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SURFACE PARKING LOTS FOR INTRUST BANK ARENA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**SURFACE PARKING LOTS FOR INTRUST BANK ARENA  
(472 84808)**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

II. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing surface parking lots associated with the Intrust Bank Arena and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- L. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- M. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- N. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- O. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- P. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- Q. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- R. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- S. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- T. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- U. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- V. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- G. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- H. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- I. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- J. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project



Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- L. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

VI. PAYMENT PROVISIONS

- C. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on an hourly basis not to exceed **\$61,920.00**
- D. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 5. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 6. Additional design services not covered by the scope of this agreement.
  - 7. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 8. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- I. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- J. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- K. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- L. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- M. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- N. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- O. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- P. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_

SCOPE OF SERVICES

**PARKING LOT IMPROVEMENTS ASSOCIATED WITH THE  
INTRUST BANK ARENA AND ARENA NEIGHBORHOOD REDEVELOPMENT  
(472 84808)**

The ENGINEER shall design 2 new surface parking lots at **Lewis & Emporia (175 spaces - D2a); and Kellogg & St. Francis (100 spaces – D2b)**. The project design will involve storm water drainage considerations; lighting design; evaluation of necessary utility relocations/adjustments; signage; landscaping; and maximizing the efficiency of ingress/egress during special events, for all two lots. The design shall follow the guidelines in the Arena Neighborhood Redevelopment Plan, which is available upon request. No potable water and/or sanitary sewer work is expected.

The ENGINEER shall provide a legal survey to the City for the area around and including proposed lot **D2b at Kellogg & St. Francis** as early as possible in the design phase. The ENGINEER will be required to coordinate the design of parking lot **D2b** with KDOT, in particular regarding the existing bridge structure, deck drains, etc. The design for parking lot **D2b** will also include options for screening the south side of the lot.

In coordination with the opening of the Intrust Bank Arena, final approved plans shall be due no later than June 1, 2009. Accordingly, construction sequencing shall allow completion of the project prior to November 1, 2009. During the Discovery Phase the ENGINEER is to meet with the area businesses and City staff to determine the project's scope of improvements and the design criteria. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to City staff and City Council (if required); and revise the designs as necessary to secure approval by the City Council of a final concept. A preliminary cost estimate of the approved concepts is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve the initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. This project will include coordination of the relocation of utilities as necessary. This project will not have State or Federal funding.

- Concept designs are due April 10, 2009.
- Field Check plans are due May 1, 2009.
- Office Check plans are due May 18, 2009.
- Final plans are due June 1, 2009.

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: 2009 Street Maintenance Program (Districts I & II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

.....

**Recommendation:** Approve the Change Order.

**Background:** On January 27, 2009, the City Council approved a construction contract with Barkley Construction Co. for concrete street repairs at various locations. Four of the locations, Lincoln, between the Arkansas River and Santa Fe; 12th Street, between Hillside and Erie; Hillside, between 9th Street and 13th Street; and Hunter, between Woodlawn and Orme require more work than was expected at the time of letting.

**Analysis:** A Change Order has been prepared for the cost of the additional paving.

**Financial Considerations:** The cost of the Change Order is \$80,000. The funding source is the Contract Street Maintenance fund. The original contract amount is \$499,800. This Change Order plus previous Change Orders represents 24.14% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.



PUBLIC WORKS-ENGINEERING

March 25, 2009

**CHANGE ORDER**

**To:** Barkley Construction Co.

**Project:** 2009 Contract Maintenance

**Preparatory Work & Repair**

**Change Order No.:** 3

**Project No.:** 472-84785

**Purchase Order No.:** 930116

**OCA No.:** 132722/620535/133116

**CHARGE TO OCA No.:** 132722

**PPN:** N/A

**Please perform the following extra work at a cost not to exceed \$80,000.00**

Additional concrete pavement repair is needed on Lincoln from Arkansas River to Santa Fe; 12th Street from Hillside to Erie; Hunter from Woodlawn to Orme; and Hillside from 9th to 13th Street North.

**Over-Run**

6" Reinforced Concrete Pavement	1130 sy	@	\$34.00 =	\$38,420.00
8" Reinforced Concrete Pavement	460 sy	@	\$40.00 =	\$18,630.00
Combine Curb & Gutter	1800 lf	@	\$12.75 =	\$22,950.00

Total = \$80,000.00

**CIP Budget Amount: \$7,668,910.00 (132772):**

**\$200,000(620535); \$13,720,600.00 (133116)**

**\$39,000.00 (660536)**

**Consultant: Staff**

**Total Exp. & Encum. To Date: \$1,806,998.50 (132722)**

**CO Amount: \$80,000.00**

**Encum. Bal after CO: \$5,781,911.58 (132722)**

**Original Contract Amt.: \$499,800.00**

**CO Amt.: \$80,000.00**

**Amt. of Previous CO's: \$40,632.00**

**Total of All CO's: \$120,632.00**

**% of Orig. Contract / 25% Max.: 24.14%**

**Adjusted Contract Amt.: \$620,432.00**

**Recommended By:**

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:**\_\_\_\_\_

City Clerk

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Bike Path along the Arkansas River, between Central and 13<sup>th</sup>  
(District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Change Order.

**Background:** On October 12, 2007, the City Council approved a construction contract with Wildcat Construction Co. to construct a bike path along the Arkansas River between Central and 13<sup>th</sup>. The project includes an overlook deck. After the work began, the deck rail design was modified to increase its height to meet City Building Code requirements. In addition, anti-graffiti coating was applied to interpretive walls.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$15,570 with the \$3,120 paid by City General Obligation Bonds and \$12,450 by Federal grants. The original contract amount is \$611,649. This Change Order plus a previous Change Order represents 3.65% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing a bike path along the Arkansas River.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.

**To:** King Construction Co., Inc.

**Project:** Arkansas River Bike Path  
Enhancement Project (Central to 13th)  
**Project No.:** 87TE-158-01/472-84405  
**OCA No.:** 706963  
**PPN:** 207429

**Change Order No.:** 2  
**Purchase Order No.:** 701034  
**CHARGE TO OCA No.:** 706963

**Please perform the following extra work at a cost not to exceed \$15,570.00**

Design changes to overlook deck structure made after fabrication of the handrail required a 114 mm vertical extension to the top rail in order to meet minimum handrail height requirements set by City code. Additional posts were added to the handrail to improve the strength and stability. Anti-graffiti coating was applied to the interpretive walls at Path #3A.

**OVERRUN:**

Wood Frame Overlook Deck

Furnish & Install (Cable Handrail)	1.0	LS	@	12,075.00	=	12,075.00
Interpretive (Precast Panel) Wall	1.0	LS	@	3,495.00	=	<u>3,495.00</u>
				<b>TOTAL</b>		<b><u>\$15,570.00</u></b>

**CIP Budget Amount: \$919,000.00**

**Original Contract Amt.: \$611,649.40**

**Consultant: Baughman**

**Current CO Amt.: \$15,570.00**

**Total Exp. & Encum. To Date: \$628,040.74**

**Amt. of Previous CO's: \$6,780.00**

**CO Amount: \$15,570.00**

**Total of All CO's: \$22,350.00**

**Unencum. Bal. After CO: \$275,389.26**

**% of Orig. Contract / 25% Max.: 3.65%**

**Adjusted Contract Amt.: \$633,999.40**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Approved:**

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Tom Eisenbarth  
KDOT Metro Engineer



**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Lateral 1, Lateral 2, and Main 16, Sanitary Sewer No. 23 (north of 37<sup>th</sup> St. North, along Arkansas Avenue) (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Change Order.

**Background:** On November 20, 2007, the City Council approved a contract with Dondlinger & Sons Construction Co. to construct sanitary sewer laterals and main north of 37<sup>th</sup> St. North near Arkansas Avenue. A part of the work is the installation of double wye cleanouts to serve existing homes and businesses. After the work began, it was determined that single wye cleanouts would better serve a number of properties. In addition, concrete walls around a lift station have been cast in colored concrete in lieu of paint to reduce ongoing maintenance costs and a steel safety grate was added to a wet well.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$28,184 with the total paid by the Sanitary Sewer Utility. The original contract amount is \$2,060,054. This Change Order plus previous change orders represents 8.5% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing sanitary sewer service to an area of north Wichita currently served by private septic tank systems.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order

**To:** Dondlinger & Sons Construction Co., Inc.

**Project:** Lateral 1, Main 16, SS #23 **TIED**  
W/ Lateral 2, Main 16, SS #23 & Main 16 to  
serve Earhart Elementary School in Edwards  
Gardens Addition

**Change Order No.:** 3

**Project No.:** 468-84149 / 468-83876

**Purchase Order No.:** 701294

**OCA No.:** 744172 / 744088

**CHARGE TO OCA No.:** **744172-\$20,810.00**  
744088-\$7,374.00

**PPN:** 480860 / 480776

**Please perform the following extra work at a cost not to exceed \$28,184.00**

A number of double wye cleanouts were changed to singles wye cleanouts to serve the properties better. Steel casing was extended on three bores to avoid utilities and structures not shown on the plans. The concrete walls around the lift station were cast in colored concrete in lieu of painting to ease future maintenance and a steel safety grate was added in the access hatch to the wet well. See Attached.

**CIP Budget Amount: \$836,400.00 (744172);**  
**\$2,121,634.00 (744088)**

**Consultant: R&B**

**Total Exp. & Encum. \$506,940.87 (744172)**  
**\$1,962,870.69 (744088)**

**CO Amount: \$28,184.00**

**Unencum. Bal. After CO: \$308,649.13 (744172)**  
**\$151,389.31 (744088)**

**Original Contract Amt.: \$2,060,054.20**

**Current CO Amt.: \$28,184.00**

**Amt. of Previous CO's: \$147,015.00**

**Total of All CO's: \$175,199.00**

**% of Orig. Contract / 25% Max.: 8.5%**

**Adjusted Contract Amt.: \$2,235,253.20**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
City Clerk

**City of Wichita  
City Council Meeting  
April 28, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Old Town Drainage Improvement  
(District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Change Order.

**Background:** On September 11, 2007, the City Council approved a construction contract with Wildcat Construction Company to construct a storm water drain to Old Town. An expansion of the project from 1<sup>st</sup> street at Mead to near Moore Street is needed to improve drainage for area businesses. The work will require the removal of old building foundations and an unknown amount of debris.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$146,978 with the total paid by the Storm Water Utility. The original contract amount is \$5,081,022. This Change Order plus previous Change Orders represents 4.64% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving drainage in Old Town.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.



PUBLIC WORKS-ENGINEERING

March 27, 2009

**CHANGE ORDER**

**To:** Wildcat Construction Co., Inc.

**Project:** Douglas Ave. Drainage Outfall Phase  
1; Wabash SS Repl.; Douglas Water  
Main Repl.

**Change Order No.:** 5

**Project No.:** 468-84060

**Purchase Order No.:** 700966

**OCA No.:** 660798/620477/636183

**CHARGE TO OCA No.:** 660798

**PPN:** 864501/667595/777574

**Please perform the following extra work at a cost not to exceed \$146,978.00**

Storm Water Utility requests extending storm water box and pipe from Mead and 1st Street to Moore Street to improve drainage for area businesses. Underground work will require removal of existing building foundations and unknown debris. Perform work as shown on revised plan sheets. See attached.

CIP Budget Amount: \$7,840,000.00 (660798);  
\$100,000.00 (620477); \$570,000.00 (636183)  
Consultant: Baughman  
Total Exp. & Encum. To Date: \$7,082,691.90 (660798)

Original Contract Amt.: \$5,081,022.00

Current CO Amt.: \$42,761.40  
Amt. of Previous CO's: \$88,742.01

**CO Amount: \$146,978.40**  
**Unencum. Bal. After CO: \$610,330.10 (660798);**

**Total of All CO's: \$235,720.01**  
**% of Orig. Contract / 25% Max.: 4.6%**  
**Adjusted Contract Amt.: \$5,316,742.01**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalamn, P.E.      Date  
Construction Engineer

\_\_\_\_\_  
Jim Armour, P.E.      Date  
City Engineer

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor      Date

\_\_\_\_\_  
Chris Carrier, P.E.      Date  
Director of Public Works

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council

**SUBJECT:** Water Rights Conservation Program

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Water Rights Conservation Program Contract for water rights No. SG-54.

**Background:** The Allis Hotel, which was acquired by the City, originally used groundwater as a water source for the cooling system and acquired a water right for 127 million gallons per year. The hotel has been demolished, so the water right is no longer being used. Although there is not a current need for this right, it is a very senior water right, and there are no other water rights available in this area.

**Analysis:** The State of Kansas Division of Water Resources developed a Water Rights Conservation Program. The program allows a water right owner to suspend the use of an existing right up to ten years. Under normal conditions, if a water right has not been used for three years, it can be declared abandoned, and the water right can be withdrawn. The Water Rights Conservation Program will allow the City to protect the subject right without having to utilize it for industrial purposes.

If the City does not use right No. SG-54 for the three consecutive years, or does not place it in the conservation program, it risks having the water right revoked. Water rights can be entered in the program for a minimum of five (5) years, with a maximum of ten (10) years. Staff recommends the minimum time, during which Staff will search for other uses for the water right. If new uses are not found during this time period, the City can decide whether to abandon the right, or re-enroll in the conservation program.

**Financial Considerations:** There are no fees associated with participation in the Water Rights Conservation Program.

**Goal Impact:** The project will help ensure efficient infrastructure by ensuring the continued availability of an existing water right.

**Legal Considerations:** The City is required to submit a Contract to the State of Kansas Division of Water Resources that specifies the affected right and the amount of time the right would be held in the program. During the time the water right is enrolled in the program, it cannot be used for any purpose.

**Recommendations/Actions:** It is recommended that City Council: 1) authorize Staff to submit a Water Rights Conservation Program Contract for water right No. SG-54; and 2) authorize the necessary signatures.

**Attachments:** Water Rights Conservation Program Contract

THE STATE OF KANSAS



KANSAS DEPARTMENT OF AGRICULTURE  
Adrian J. Polansky, Secretary of Agriculture

DIVISION OF WATER RESOURCES  
David W. Barfield, Chief Engineer

Water Right, File No. SG-54  
Status: New X Renewal \_\_\_\_\_  
EQIP: Yes \_\_\_\_\_ No X

**WATER RIGHTS CONSERVATION PROGRAM CONTRACT  
AND FINAL ORDER OF THE CHIEF ENGINEER**

The Chief Engineer of the Kansas Department of Agriculture, Division of Water Resources ("Chief Engineer"), hereby enrolls this water right in the Water Rights Conservation Program (WRCP). Enrollment of a water right in the WRCP is authorized by K.A.R. 5-7-4 of the *Rules and Regulations of the Kansas Water Appropriation Act* for the purpose of demonstrating due and sufficient cause for non-use under K.S.A. 82a-718 of the *Kansas Water Appropriation Act*.

**FINDINGS**

Based on an investigation of the records of the Division of Water Resources as documented on the attached WRCP Worksheet and information provided by the Owner or Owners of the above-referenced water right ("Owner or Owners"), the Chief Engineer has found the following:

- The water right to be enrolled in the WRCP and to which this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** applies is Water Right, File No. SG-54, which presently authorizes one well, pump, or other works for (insert file number) (insert number) diversion of water, identified as follows:

**Point of Diversion A**

One well in the NW quarter of the NW quarter of the SW quarter of (well or pumpsite)  
Section 21, Township 27 South, Range 1 East, in SG County, Kansas, 2100 feet north and 5160 feet west of the southeast corner of the section.

**Point of Diversion B**

One \_\_\_\_\_ in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of (well or pumpsite)  
Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West, in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet north and \_\_\_\_\_ feet west of the southeast corner of the section.

**Point of Diversion C**

One \_\_\_\_\_ in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of (well or pumpsite)  
Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West, in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet north and \_\_\_\_\_ feet west of the southeast corner of the section.

**Point of Diversion D**

One \_\_\_\_\_ in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of  
(well or pumpsite)  
Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West, in \_\_\_\_\_ County,  
Kansas, \_\_\_\_\_ feet north and \_\_\_\_\_ feet west of the southeast corner of the section.

**Point of Diversion E**

One \_\_\_\_\_ in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of  
(well or pumpsite)  
Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West, in \_\_\_\_\_ County,  
Kansas, \_\_\_\_\_ feet north and \_\_\_\_\_ feet west of the southeast corner of the section.

**Point of Diversion F**

One \_\_\_\_\_ in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of  
(well or pumpsite)  
Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West, in \_\_\_\_\_ County,  
Kansas, \_\_\_\_\_ feet north and \_\_\_\_\_ feet west of the southeast corner of the section.

☐ SUPPLEMENT ATTACHED FOR ADDITIONAL POINTS OF DIVERSION

2. The total maximum rate of diversion authorized under this water right is 325 gallons per minute  
(insert rate)  
or \_\_\_\_\_ cubic feet per second.  
(insert rate)
3. The total quantity authorized under this water right is 127 million gallons or \_\_\_\_\_  
(insert quantity) (insert quantity)  
acre-feet per calendar year.

4. The use(s) authorized under this water right are as follows:

Was Industrial  
Now Thermal Exchange

5. The Chief Engineer ~~has~~ has not issued a Certificate of Appropriation for Beneficial Use for this  
(circle one) VESTED  
water right.

6. The Owner or Owners of this water right have made application for its enrollment in the WRCP. At the time of application, each of the persons named below and on any supplement sheet(s) has represented that he or she is an owner of this water right, that he or she has named his or her lawful spouse at the time of application and that all such legal owners and their spouses have signed this document indicating their agreement to its terms and conditions, including the requirement to suspend all water uses authorized under this water right.

Owner (print):

City of Wichita

Owner (print):

Owner (print):

~~Spouse (print):~~

Spouse (print):

Spouse (print):

☐ SUPPLEMENT ATTACHED FOR ADDITIONAL OWNERS

7. Each point of diversion authorized by this water right is located in an area that is closed to new appropriations of water except for temporary permits, term permits and domestic use, or is located in an area designated by the Chief Engineer as an area where it would be in the public interest to allow water rights to be placed in the WRCP.
8. Neither this water right nor any portion of this water right has been abandoned or, if any portion of this water right has been abandoned, only the portion(s) that have not been abandoned are to be enrolled in the WRCP and, therefore, this water right or the portion(s) of the water right to be enrolled in the WRCP is in good standing.
9. This water right has not been administratively divided by the Chief Engineer or, if this water right has been administratively divided, each portion is considered to be a separate water right.
10. By their signatures below, the Owner or Owners of this water right have agreed to the following:
- A. The Owner or Owners will totally suspend the diversion of water for all uses authorized under Water Right, File No. SG-54 for a period of \_\_\_\_\_ years (5 to 10 years), from the date of enrollment of this water right in the WRCP until December 31, \_\_\_\_\_.
- B. The Owner or Owners will continue to submit to the Chief Engineer a complete and accurate annual Water Use Report (WUR) as required by K.S.A. 82a-732 annually each year of enrollment in the WRCP. If no water is used during the reporting period, the WUR will state the reason for such non-use as being the enrollment in the WRCP.
- C. If the source of water supply to this water right is groundwater and the pump is removed from the well during the term of this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer**, the Owner or Owners will properly cap or seal the well in accordance with K.A.R. 28-30-1 *et seq.* of the rules and regulations of the Kansas Department of Health and Environment.



- D. The Owner or Owners will record this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** with the Register of Deeds in the county in which each point of diversion listed herein is located.
  - E. The Owner or Owners will notify the Chief Engineer in writing within thirty (30) days following of any change in ownership, interests or operators of this water right.
- 11. The Owner or Owners are not required to maintain appropriate diversion and distribution equipment to allow water to be put to beneficial use during the term of this contract.
  - 12. Failure by the Owner or Owners or any Successor to comply with this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** may result in a finding by the Chief Engineer that a breach has occurred.
  - 13. Upon a finding that a breach has occurred, each year of non-use between the date of enrollment in the WRCP and the date of the breach will be counted as a year of non-use without due and sufficient cause for the purposes of K.S.A. 82a-718.

**BASED UPON THESE FINDINGS, IT IS THEREFORE ORDERED THAT:**

- 1. The water right identified herein shall be enrolled in the WRCP from the date of issuance of this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** through December 31, \_\_\_\_\_. The Owner or Owners may apply for renewal of this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** for a period of five to ten years after its expiration in accordance with K.A.R. 5-7-4(c)(1). Applications for renewal shall be subject to the approval of the Chief Engineer in accordance with applicable regulations.
- 2. The Chief Engineer may terminate enrollment in the WRCP upon written request of one or more Owners of this water right; upon a breach of the WRCP Contract; or if it is determined to be in the public interest to do so.
- 3. Compliance with this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** shall be deemed to be due and sufficient cause for non-use pursuant to K.S.A. 82a-718 and K.A.R. 5-7-1 sufficient to prevent the water right identified herein from being declared abandoned and terminated for non-use during the time the water right is enrolled in the WRCP.
- 4. Enrollment in the WRCP shall suspend the time to perfect this water right, if the time to perfect or any authorized extension of the time to perfect has not expired at the time of issuance of this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer**.
- 5. Failure to comply with this **Water Rights Conservation Program Contract and Final Order of the Chief Engineer** shall be deemed to be a violation of the *Kansas Water Appropriation Act*, K.S.A. 82a-701 *et seq.*, and the *Rules and Regulations of the Kansas Water Appropriation Act*, K.A.R. 5-1-1 *et seq.* Violation of the *Kansas Water Appropriation Act* and/or the rules and regulations promulgated thereunder may result in civil penalties, the modification or suspension of this water right or use of water under this right, as provided in K.S.A. 82a-737, and any other penalty provided by law.

6. This Water Rights Conservation Program Contract and Final Order of the Chief Engineer is binding on any purchaser(s) of the water right or any other successor(s) in interest of the Owner or Owners ("Successor").

ISSUED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN SHAWNEE COUNTY,  
TOPEKA, KANSAS.

\_\_\_\_\_  
DAVID W. BARFIELD, P.E., CHIEF ENGINEER  
Division of Water Resources  
Kansas Department of Agriculture

State of Kansas       )  
                              ) SS  
County of Shawnee    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
David W. Barfield, P.E., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

Print Name and Address of Owner:

City of Wichita  
Production & Pumping Div.  
1815 W. Pine, Wichita, KS  
67203  
316-269-4763  
(daytime phone number)

OWNER (Signature) \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

I hereby certify that the foregoing document was signed in my presence and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

Print Name and Address of Spouse:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(daytime phone number)

SPOUSE (Signature) \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

I hereby certify that the foregoing document was signed in my presence and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council

**SUBJECT:** Municipal Court Probation Drug Testing Services

**INITIATED BY:** Municipal Court

**AGENDA:** Consent Agenda

---

**Recommendation:** Approve the contract.

**Background:** The Municipal Court Probation Office supervises defendants placed on probation for alcohol and/or drug related offenses. Drug testing is used as a screening tool to determine a defendant's prior, recent or chronic use of drugs. Abstinence from alcohol and drugs will decrease the likelihood of further legal problems and increase the likelihood of completing probation requirements successfully. To help insure abstinence from drug usage, the Court orders random drug testing as a condition of probation. The defendant is responsible for paying for these tests.

The Court refers up to thirty (30) defendants per week for drug testing. The drug testing service provider is responsible for collecting urine samples according to established guidelines, including chain-of-custody procedures, and providing the court with the necessary documentation regarding individual drug tests. Additionally, on-site drug tests are performed at scheduled court hearings. If the results of a drug test are disputed, a confirmation test is performed by an accredited laboratory. Comprehensive Community Care of Sedgwick County (ComCare) has provided the drug testing services to the Court since 2003.

**Analysis:** A Request for Proposal (RFP) was developed seeking contractors that could provide professional drug testing services to Municipal Court at the most economical cost to the defendant. The RFP was sent to 18 vendors, was published in The Wichita Eagle and was posted on E-Procurement. Four companies responded with testing costs ranging from \$18 per test to \$35 per test. Additionally, the cost for confirmation tests ranged from \$25 to \$50 per test. A selection committee reviewed and evaluated the proposals submitted to the City. ComCare's proposal provided the best benefit to the City. As the current contractor, Comcare has provided quality drug testing services to the Court. Comcare has staff available locally to testify at confirmation hearings and their facility is open extended hours for drug testing. The staff selection committee recommended ComCare continue providing drug testing services to Municipal Court.

**Financial Considerations:** The costs to perform alcohol and or drug testing are paid by the defendant to the service provider at the time of testing. The Court's budget will not be affected by the contract. As submitted by the proposed vendor, the cost per drug test to the defendant is \$20, a five dollar increase from the past contract periods. If the drug test results are disputed by the defendant, a confirmation test is required and the proposed cost is \$25.

**Goal Impact:** Monitoring drug usage through random drug testing ensures compliance with probation conditions and helps make Wichita a safe and secure community.

**Legal considerations:** The contract has been approved as to form by the Law Department.

**Recommendations/Actions:** Approve the contract with Comprehensive Community Care of Sedgwick County (ComCare) and authorize the necessary signatures.

**Attachments:** Contract and associated exhibits.

**CONTRACT  
FOR  
DRUG TESTING SERVICES**

**BLANKET PURCHASE ORDER # \_\_\_\_\_**

**THIS CONTRACT** entered into this 1<sup>st</sup> day of May 2009, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "**CITY**", and the Board of County Commissioners of Sedgwick County, Kansas, on behalf of COMCARE of Sedgwick County, 940 North Waco, Wichita, Kansas 67203, Telephone Number (316) 660-7550, hereinafter call "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for Drug Testing Services (Formal Proposal – FP 800094); and

**WHEREAS**, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION 1. SCOPE OF SERVICES.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number FP 800094, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita a part of the proposal letting process for Formal Proposal – FP 800094, shall be considered a part of this contract and is incorporated by reference herein.

**SECTION 2. COMPENSATION.** **CONTRACTOR** will be compensated for services as per the **Contractor's proposal** to FP800094.

Specifically, specimen collection for urinalysis (hereinafter referred to as UA) will be paid for on a "fee for service" agreement; there will be no payment plan. Probationers will be required to pay for the UA at the time of service or the specimen will not be collected and will be considered as a failure to comply with probation requirements. COMCARE Addiction Treatment Services (ATS) will accept cash or money orders. No personal checks or credit cards will be accepted. A five-panel drug screen will cost the probationer \$20.00. All UA confirmations will cost the probationer \$25.00 per drug tested for in the specimen. The City is not responsible for any compensation to Contractor.

**SECTION 3. TERM.** The term of this contract shall be for a one-year period from May 1, 2009 through April 30, 2010, with the option to renew the contract under the same terms and conditions for up to four (4) successive one (1) year terms by mutual agreement of the parties.

**SECTION 4. TERMINATION CAUSE.** Upon breach of the contract by the Contractor, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within the contractor's response to the request for proposal, FP 800094, incorporated herein by reference as if it were fully set forth.

**SECTION 5. TERMINATION FOR CONVENIENCE.** This contract is subject to termination for convenience by either party at its discretion at any time within the original contract term

or within successive renewal terms, upon thirty (30) days written notice to the other party. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

**SECTION 6. INDEMNIFICATION AND INSURANCE.**

**A. CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

**B. CONTRACTOR** is self-insured for general and auto liability and workers' compensation, and will provide City documentation of its self-insured status upon request.

**SECTION 7. INDEPENDENT CONTRACTOR.** The relationship of the **Contractor** to the **City** will be that of an independent contractor. No employee or agent of the **Contractor** shall be considered an employee of the **City**.

**SECTION 8. COMPLIANCE WITH LAWS.** **Contractor** shall comply with all federal, state, and local laws, statutes and ordinances, which may pertain to the providing of services under this Contract.

**SECTION 9. ASSIGNABILITY.** The services to be provided by the **Contractor** under this contract are personal and cannot be assigned, delegated or transferred without the specific written consent of the **City**.

**SECTION 10. DISCRIMINATION.**

**A. Discrimination Prohibited.** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Contractor receiving funds pursuant to this contract.

**B. Compliance with EEO Policy Statement.** The Contractor further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

**SECTION 11. THIRD PARTY RIGHTS.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**SECTION 12. NO ARBITRATION.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**SECTION 13. GOVERNING LAW.** This contract shall be interpreted according to the laws of the State of Kansas.

**SECTION 14. REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this contract, the representative of the contract of **CONTRACTOR** represents that he or she is duly authorized by the **CONTRACTOR** to execute this contract, and that the **CONTRACTOR** has agreed to be bound by all of its provisions.

**SECTION 15. AMENDMENTS.**

- A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.
- B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

**SECTION 16. PATENTS.** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such inventory or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

**SECTION 17. POLITICAL ACTIVITY PROHIBITED.**

- A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity. The Contractor agrees that no funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas, or any other governmental unit.
- B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

**SECTION 18. PERSONNEL AND SERVICES.** All services required herein will be performed by the Contractor under the direction of its Director. Any services which the Contractor deems necessary to assign to a subcontractor must first have written approval from the City.

**SECTION 19. APPENDICES.** All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement
Exhibit B	Certification Regarding Drug-Free Workplace



IN WITNESS WHEREOF, the parties have set their hands this 28<sup>th</sup> day of April, 2009.

**CITY OF WICHITA, KANSAS**

**ATTEST:**

---

Karen Sublett, City Clerk

---

Robert Layton, City Manager

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf  
Director of Law

**SEDGWICK COUNTY, KANSAS**

**ATTEST:**

---

Kelly B. Arnold, Sedgwick County Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS**

---

Kelly Parks, Chairman

**APPROVED AS TO FORM:**

---

Jennifer Magana  
Deputy County Counselor

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- (f) The site for the performance of work done in connection with this contract is:  
455 N. Main, Wichita, Kansas 67202

Executed this 28th day of April, 2009.

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
(title)

November 4, 2008

**CITY OF WICHITA, KANSAS**

**REQUEST FOR PROPOSAL NUMBER FP800094**

**ADDENDUM #1**

**MUNICIPAL COURT DEPARTMENT/PROBATION DIVISION**

**Drug Testing Services**

**DUE DATE: 3:00 O'CLOCK P.M., TUESDAY, NOVEMBER 18, 2008**

The following items have been added to the specifications and made a part of **this proposal**.

**Attached Questions & Answers**

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Melinda A. Walker  
Purchasing Manager

\*\*\*\*\*

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Print Name of Company Representative

\_\_\_\_\_  
Title

## Questions & Answers

### FP800094 - Addendum #1

1. When is the deadline to submit questions?  
*November 10, 2008 at 5:00 p.m.*
2. Who is the current vendor?  
*Comcare of Sedgwick County, 940 N. Waco, Wichita, KS. 67203*
3. What is the current pricing for services?  
*Five panel drug screens cost the probationer \$15 and all U.A. confirmations cost the probationer \$20. Fees are collected by agency from Probationer.*
4. Can you please clarify who is collecting the specimens for the non "on-site" tests, the court or the vendor?  
*For on-site collecting, the Municipal Court bailiffs do the primary collecting. Some probation officers collect also.*
5. Why does the provider need to have a place of business in the Wichita Metropolitan area? If the laboratory is outside of Wichita, but the collections are done in Wichita will that suffice?  
*The provider would need to be available for court hearings, some hearings are immediate. Laboratories outside of Wichita would not suffice*
6. The RFP requires the laboratory to be certified by the Kansas Department of health and Environment (KDHE). If our laboratory is located outside of Kansas, will SAMHSA certification or a state license from that state such as CLIA be accepted?  
*No, the KS. Dept of Health and Environment have created certain standards for agencies within the state, how can we be sure that these standards in other locations are in compliance?*
7. What is the anticipated confirmation rate of each: a) Lab screens? b) on site screens?  
*Unable to provide information.*
8. How many locations, and where will specimens be collected?  
*Municipal Court and Agency.*
9. What are the cut-off levels for each of the drugs to be tested?  
*Amphetamine (1000), Methamphetamine (500), Cocaine (300), THC (50), Cocaine (300), Opiates (300).*
10. How can we get a copy of the current contract?  
*Contract pricing listed in question #3 response.*
11. How many cases involving expert witnesses are expected for the upcoming contract?  
*Undetermined, depends on the number of positives and requests for full hearings.*
12. What are the normal pickup hours/times for collections.  
*Agency sets collection times. Pickup hours undetermined, many times courts run after hours.*
13. What is the current on-site testing device being used?  
*Instant Technologies, One Step Multi-Drug Screen Test Card iCup/iCup.*
14. Does the court require an on site device with an accuracy rate of 97% or greater?  
*Yes*



**REQUEST FOR PROPOSAL NO. – FP800094**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., TUESDAY, NOVEMBER 18, 2008.** **One (1) original and ten (10) copies of the proposal are required.** Envelopes must be marked "**Request for Proposal FP800094**" and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

**MUNICIPAL COURT DEPARTMENT/PROBATION DIVISION**

Drug Testing Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <http://ep.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Tuesday, November 18, 2008.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 28<sup>th</sup> day of October, 2008.

Melinda A. Walker  
Purchasing Manager

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
  - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
  - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
  - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <http://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.**

REQUEST FOR PROPOSAL – FP800094  
DRUG TESTING SERVICES  
FOR MUNICIPAL COURT DEFENDANTS

I. INTRODUCTION

The Municipal Court Probation Office supervises people on probation for drug related offenses. To help insure abstinence from drugs, the Court orders random drug testing as a condition of probation. This test is done by urinalysis (UA). The UA service provider takes the urine sample and sends it to a laboratory for testing. The provider will send the test results on each individual to the Municipal Court Probation Office. The results will be documented in the probationer's file.

A Judge will sometimes order an "on-site" UA test on a defendant who is in the courtroom. The court bailiff using a "Test-Cup" that will give a positive or negative reading for five different drugs conducts this test. If the defendant requests a lab confirmation on a positive test, the UA service provider will be called and will come to the bailiff's office, pick up the sample, and have it delivered to the lab for testing. The provider will notify the probation office of the results.

Random on-site testing may also be conducted on a probationer who reports to the Probation Office. A probation officer using a UA test-cup can do this. If the probationer requests a confirmation, the UA service provider will come and pick up the sample to be tested.

II BACKGROUND

The Municipal Court Probation Office refers 20 to 30 people per week for drug testing. The UA service provider is responsible for collecting urine samples according to established guidelines, including proper chain-of-custody procedures, and providing the court with the necessary documentation regarding individual drug tests and confirmation tests. The UA service provider staff should have training and experience in collecting urine specimens from court ordered clients.

On-site testing is ordered on an average of two times per week. When on-site tests need to be confirmed, the service provider staff must be available to come to the Bailiff's Office or the Probation Office to pick up the UA sample within one hour of notification.

If a defendant in court or a probationer disputes an on-site or laboratory test result, they may request an Evidentiary Hearing before a judge. Staff from the Provider may receive a subpoena requiring them to testify at these hearings. The Provider will submit all relevant documentation to the probation office prior to these hearings; including test results, the name of the person who took the sample, and the name of the person who tested the sample and other relevant information as provided within the Chain of Custody procedure.

When a defendant is placed on probation and is court ordered to receive random U.A.'s, the Probation Officer will explain this information to the defendant and give the defendant an information form that is provided by the U.A. Service Provider. This form is two part and will contain all the instructions about the program such as the location, the hours, when the defendant is to report to the Service Provider, phone number, cost and other pertinent information needed by the defendant and the Service Provider in order for the defendant to be able to submit to random U.A.'s. at the facility.

When the form is completed, the defendant is given a copy of the form. The Probation Office will keep the original copy, which is kept in a folder to be picked up by the Service Provider from the Municipal Court Probation Office at least two times per week, or by a means agreed upon by both parties.

#### IV TERMS OF PAYMENT

Payment for UA testing will be the responsibility of the court-referred client. Payment will be made directly to the UA service provider based on the service provider's fee policy.

The proposal should state the cost to the client for the basic five-drug test, the cost of any additional drug testing, and the related costs or potential costs outlined above.

#### V EVALUATION CRITERIA

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide the requested services for the City of Wichita Municipal Court Department. The proposal should demonstrate the qualifications of the firm and of the staff to undertake this project. It should also provide a summary plan to provide the services as requested.

Cost will not be the primary factor in the selection of a vendor. Accuracy and the ability to provide samples and testimony that will be routinely accepted by the court are of primary concern.

The firm must provide an affirmative statement that it is independent of the City of Wichita and there is no direct or indirect conflict of interest present as required by federal and state law, and that it will abide by the City's non-discrimination/equal employment opportunity, as described in the attached notice.

An affirmative statement must be provided indicating the proposer and all subcontractor/joint venture partners are properly licensed by the State of Kansas.

##### Further Evaluation Criteria

- The ability to meet or exceed all requirements listed in the scope of services.
- The firm adheres to the instructions of the Request for Proposal.
- The firm identifies all subcontractors/consortiums.
- Staff qualifications and experience
- The firm's capabilities
- Cost and quality of test
- The firm is licensed in Kansas to practice the services requested
- The firm has no conflict of interest with regard to any officer or employee of the company involved including the City of Wichita.
- References

#### VI FINAL SELECTION

The City of Wichita will select a firm based upon the recommendation of a Selection Committee and the approval of the City Manager and City Council.

#### VII POST AWARD CONDITIONS

Before a contract is executed, the firms must submit to the City an approved Equal Employment Opportunity/Affirmative Action Plan. This does not have to be submitted with the proposal.

Prior to execution of a contract, the firm must execute a Certification of a Drug-Free Workplace. This form is not required to be submitted with the proposal.

## RFP CONDITIONS

### 1. Certification 1-The Consultant hereby certifies that:

- A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.
- B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

### 2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

- (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

### 3. Certification 3-The Consultant hereby certifies that:

#### Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

## GENERAL SPECIFICATIONS

### PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

### ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

### RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of it's purchases. No additional changes will be allowed for using the card.

### DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.



## COMCARE

COMPREHENSIVE COMMUNITY CARE OF SEDGWICK COUNTY  
OF SEDGWICK COUNTY

[www.sedgwickcounty.org/comcare](http://www.sedgwickcounty.org/comcare)

635 NORTH MAIN WICHITA, KANSAS 67203 TEL: (316) 660-7600 FAX: (316) 383-7925

24-HOUR CRISIS SERVICE: (316) 660-7500

Marilyn L. Cook, LSCSW  
EXECUTIVE DIRECTOR

November 18, 2008

Ms. Melinda Walker  
Purchasing Manager, Purchasing Office  
12<sup>th</sup> Floor, City Hall  
455 North Main  
Wichita, KS 67202

Dear Ms. Walker:

In response to Request for Proposal No. FP800094, COMCARE of Sedgwick County respectfully submits a proposal for Municipal Court Department/Probation Division Drug Testing Services. As outlined in the specifications, enclosed please find one (1) original and ten (10) copies of the proposal. If you have any questions, please do not hesitate to contact Dee Staudt, Director of Outpatient and Addiction Treatment Services at 660 – 7680 or Marilyn Cook, Executive Director of COMCARE at 660 – 7665.

Thank you and we appreciate your consideration.

Sincerely,

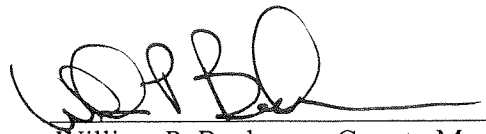
A handwritten signature in cursive script that reads "Marilyn Cook".

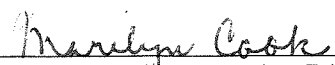
Marilyn Cook, LSCSW  
Executive Director

**COMCARE RESPONSE TO RFP NO. FP800094**

**REQUEST FOR PROPOSAL 2008  
RFP NO. 800094  
MUNICIPAL COURT/PROBATION  
DRUG TESTING SERVICES  
NOVEMBER 18, 2008**

**SUBMITTED BY:  
COMCARE  
ADDICTION TREATMENT SERVICES  
940 NORTH WACO  
WICHITA, KS 67203**

  
\_\_\_\_\_  
William P. Buchanan, County Manager  
Sedgwick County

  
\_\_\_\_\_  
Marilyn Cook, Executive Director  
COMCARE of Sedgwick County



## **Introduction**

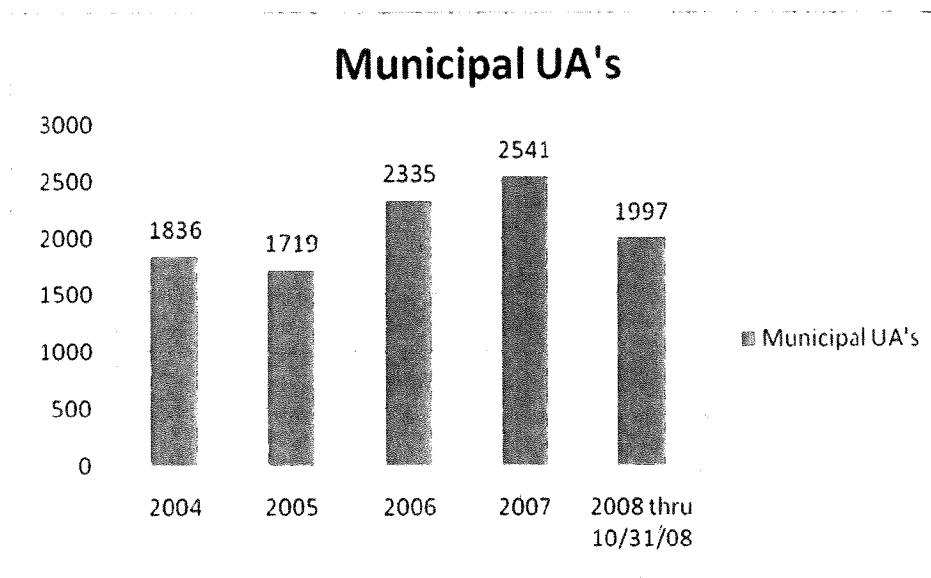
Addiction Treatment Services (ATS) is a program of Comprehensive Community Care of Sedgwick County (COMCARE). ATS has been in existence since 1972. ATS is an alcohol and drug treatment program that is licensed by the Kansas Department of Social and Rehabilitative Services as an Outpatient Intensive Day Treatment Program. The objective of the program is to assist clients in reducing their use of alcohol and drugs, thereby improving their overall quality of life. The program serves primarily the working poor and the indigent providing quality substance abuse education and treatment services.

A team of Qualified Mental Health Professionals and Certified Addiction Counselors are employed by Addiction Treatment Services to serve a variety of individual needs. Services that are offered include chemical dependency assessments and evaluations, alcohol and drug education programs, addictive disorder treatment for men and women, co-occurring disorder (substance abuse and mental illness) treatment, relapse prevention, and continuing care.

Drug testing is a vital component of the ATS program. Drug testing is used as a screening tool to determine a client's use as it is capable of detecting concentrations of drugs or their metabolites in occasional, recent or chronic users. Information obtained through regular drug testing is useful in determining a client's progress in the treatment program. This service is also used by ATS to insure that a probationer is remaining abstinent from alcohol/drug use as required by the Probation Office. ATS understands the importance of reliable drug testing results in a legal setting as consequences for clients can be severe and affect a person's livelihood and freedom. ATS has an established collection and monitoring process that has been commended by contracting agencies.

## **Scope of Services**

COMCARE ATS has a history of having a successful, comprehensive drug-testing program. During 2007, ATS conducted 9,916 drug tests for all of the agency's programs. For over a decade, ATS has been the contracted provider with the United States Bureau of Prisons, Pretrial Services, and Probation Services. In addition to this contract, ATS has a reputable drug-testing program with the Wichita Municipal Drug Court Deferred Judgment Program for whom drug-testing services have been provided for the past seven years. Since 2004, COMCARE ATS has been contracted with the City of Wichita Municipal Court Probation Office to conduct random drug testing on probationers. COMCARE ATS has a positive working relationship with staff members at the Municipal Court Probation Office and is pleased to conform procedures to the requirements of the City Prosecutor's Office and the Municipal Court. Below is a chart representing the work done by ATS for the City of Wichita Municipal Court Probation Office.



ATS currently has thirty-one (31) employees. One full-time employee is assigned to oversee four (4) UA technicians. The program employs two (2) full-time UA technicians and two (2) part-time UA technicians. All staff involved with UA collections are trained and approved by the United States Federal Probation and Pretrial Services. This approval is of the highest rating available due to the high standards set by the Federal Government. All ATS employees are trained and approved to do UA collections. This ensures that the program is always staffed appropriately to complete drug testing services.

All UA technicians and ATS staff members are required to read the UA Collection Policies and Procedures Manual. New staff are supervised and given instruction in collection processes by senior staff until new staff is consistent and competent in all procedures. Drug testing takes place seven days a week with occasional week-end and holiday testing. Clients are given an identifying code and phone number to the code-a-phone hotline. This number is (316) 660-7553. The code-a-phone will be turned on between the hours of 5:00 a.m. and 5:00 p.m. on weekdays and 5:00 a.m. to 12:00 p.m. on Saturday, Sunday and holidays. When the client calls the code-a-phone they will hear a detailed message with that day's date, the code(s) to be collected for that day, and hours of collection. Clients are required to call the code-a-phone seven days per week. If a client's UA code is called, they are required to appear for a drug screen that same day. If a client does not show up for a drug screen when their code is called, they are not allowed to make up that urinalysis (UA) without the permission/consent of the Probation Office or Municipal Court. Hours of collection are Monday-Thursday 8:00 a.m. to 8:45 p.m., Fridays 8:00 a.m. until 7:00 p.m. Saturday, Sunday and holiday hours are from 9:00 a.m. until 12:00 p.m.

ATS staff call the code-a-phone number daily to ensure it is working properly. If a problem is identified with the phone number, the ATS staff contacts COMCARE Crisis Intervention Services (CIS) staff and provides them with the codes for the day. The COMCARE Crisis Intervention (CIS) program is staffed 24 hours a day, 7 days a week, 365 days a year, including all holidays. Clients are provided with the phone number for the CIS program (316-660-7500) and directed to contact CIS for reporting instructions in the event that the code-a-phone line is not functional. ATS staff immediately contact the Sedgwick County Helpdesk to secure assistance in promptly resolving any problems involving the code-a-phone.

Client's codes are selected on a random basis and the client has same-day notice of the UA. Frequency of the UA's vary to ensure that the client will not be able to decipher the pattern or regularity of the UA schedule. The number of drug tests given to a client is based on specific court requirements outlined by the Court and Probation Office.

All urine samples will be sent to Affiliated Medical Services Laboratory, Inc. (AMS) at 2916 East Central, Wichita, KS. AMS is certified by the Kansas Department of Health and Environment (KDHE). A five-panel screen will be run on all urine samples. The five-panel will include the following substances: amphetamine/methamphetamine, cocaine, THC, PCP, and opiates. Other substances, including alcohol, can be screened upon request with a slight increase in cost to the probationer. Upon request, the ATS staff will obtain the cost associated with the additional substance(s) needing to be screened for from the laboratory and will inform the probationer in advance. This will give the probationer the opportunity to give consent and pay the additional costs. Each sample tested will also provide information regarding creatinine levels and specific gravity should the sample be diluted. ATS recognizes the importance in establishing the creatinine level of a sample to insure the sample has not been tampered with in an attempt to "waterload" or dilute the specimen. Adulterant panels can also be conducted at the request of the Probation Office. An extra charge, at the expense of the probationer, will be assessed in this event.

ATS will conduct the number of UA tests as outlined in the probation requirements. Positive UA results, are faxed to the Probation Office within 24 hours of receipt from laboratory. All UA "no show" results are faxed within 24 hours of the missed UA. If a probationer misses a UA on a Friday, Saturday, or Sunday collection day, that "no show" is sent to the Probation Office on the following Monday. A comprehensive report is sent to Probation Office monthly that includes all UA results, including all positives, negatives, and no shows. It is understood that the format of this report is up to the discretion of the Probation Office.

Forms (See Exhibit C) are provided to the Probation Office instructing the client/probationer of their UA code, instructions on how to call the code-a-phone, hours of collection, location, cost information and picture ID requirement. An ATS staff member is available to pick up defendant referral paperwork three days per week. This will insure that defendant's name will be added to the drug-testing component of their probation as quickly as possible.

An ATS staff person is available for specimen pick-up at court. All specimens are picked up within one hour. ATS provides chain-of-custody paperwork to be filled out by the appropriate specimen collecting bailiff as well as the ATS UA sample transport person. These specimens picked up from the court are sent to the laboratory within 24 hours contingent upon the defendant paying for the drug test. The results of the drug test are sent to Probation Office within 24 hours of receiving them from the laboratory. The results are sent to the Probation Office before the two-week requirement, as long as the defendant has paid for the test in a timely fashion. If the defendant fails to pay for the drug test, the sample will not be sent to Affiliated Medical Services Laboratory, Inc. for testing. A probationer, who disputes the UA findings, may request confirmation of the UA results at a fee of \$25.00 per drug. The confirmation will be requested upon fee payment.

ATS staff are available to testify in Evidentiary Hearings as requested by the court. All ATS staff members who collect specimen have an understanding of UA collection and chain-of-custody procedures. In addition, the staff members do have a basic understanding of UA test results.

**POLICIES AND PROCEDURES FOR UA COLLECTION**  
(Excerpts from the ATS UA Policies and Procedures Manual)

I. Procedures for collecting UA's

A. Preparation

1. Staff needs to arrive 10 minutes early. Note: Male and female staff will need to be present to conduct the UA collection. Male staff will collect UA's for male clients and female staff will collect UA's for female clients.
2. Obtain a urinalysis log sheet; the checklist for the group(s) of the day and the AMS chain of custody forms.

B. Completing the Chain of Custody

1. Clients will be instructed to go to the UA room and present picture ID.
2. Ask the client to write their first initial and last name, code name, and date on the urinalysis log sheet.
3. Collect \$15.00 cash or money order only, staff writes a receipt in the Municipal Court receipt book and gives the white copy to the client.
4. Begin filling out Step I (Completed by Collector) of the chain of custody form.
  - i. Ask for their photo identification and check the box for what type of ID was provided. Write the last four digit's of the ID card. If there is no ID number, list what agency the ID was distributed by.
  - ii. Check either the male or female box.
  - iii. Ask the consumer if they are on any prescription or over the counter medication. If the answer is yes, write "see list check" in the donor medication section or write "none" if it does not apply to the consumer.
    1. If the answer is yes, fill out a medication slip. If consumer has brought the medication(s) or scripts the medications are considered confirmed and staff should circle yes to indicate that they are confirmed. If consumer did not bring the medication(s) or scripts for the medications, they are considered unconfirmed and staff should circle no for unconfirmed.
5. Step II (completed by Collector) Please check the appropriate drug testing panel.
6. Step III (Completed by Donor) portion of the chain of custody. Collector will need to ask the consumer to press hard enough on the Chain of Custody forms to assure that the writing goes through all the carbon copies.
  - i. The consumer will print their date of birth.
  - ii. Consumer will print their first and last name with middle initial.
  - iii. Consumer will print their social security number.
  - iv. Consumer will print the date and time of collection.
  - v. Consumer will sign their signature.
7. Step IV (completed by Collector) of the chain of custody.
  - i. At this point, take the consumer to restroom with the Chain of Custody form and specimen kit.
  - ii. Once in the restroom, put on gloves, remove the protective shrink band from the specimen cup.
  - iii. Remove vial and bag from the collection cup.
  - iv. Client provides specimen and returns cup to staff for inspection and temperature check. Temperature must be checked within four minutes of excretion. If the temperature registers check the temperature box. If the temperature does not register the test is void and the consumer is to be informed why the test is void and given the option to provide another specimen that does register the proper temperature by the end of UA collection hours.

8. Step V is completed by the collector.
    - i. Collector will print their name
    - ii. Collector will print the date.
    - iii. Collector will print the time.
    - iv. Final step, collector will sign their signature in the appropriate slot.
- C. UA Collection
1. Obtain an AMS UA collection package. In this package, there will be a temperature cup, a vial, and a sealing bag with two pockets.
  2. The staff member (male or female depending on the gender of the client) is now ready to observe urine collection.
  3. At this time you should have the temperature cup, the vial and Chain of Custody form and specimen bag. Client is escorted into the restroom.
  4. If the client is male, ask the client to lower their trousers to hip level. Remind client that coats and bulky sweatshirts or sweaters must be removed. Long shirts will need to be lifted above the waist or removed.
  5. Male donors must stand in a position that allows the technician to view the transfer of urine from the client into the collection cup. Feel free to utilize mirror positioned on the back of the toilet to ensure that the transfer of the specimen is in view at all times.
  6. If the client is female, ask her to remove any coats, bulky sweatshirts or sweaters. Long shirts will need to be lifted above the waist or removed. Clients giving urine samples must sit in a position that allows the technicians to view the transfer of urine from the consumer into the collection cup.
  7. Return to Step IV (completed by Collector) of the chain of custody form.
    - i. Client provides specimen and returns cup to staff for inspection and temperature check.
    - ii. If the temperature registers check the temperature box (90 degrees). Temperature must be checked within four minutes of excretion. If the temperature does not register the test is void and the consumer is to be informed why the test is void and given the option to provide another specimen that does register the proper temperature by the end of UA collection hours that day.
  8. After the temperature check, have the consumer pour the specimen into vial and snap the vial closed.
    - i. Collector to make sure the vial is closed properly.
    - ii. Remove the label (A) from the Chain of Custody and place over lid of the vial.
    - iii. Consumer will initial label (A), insert vial into rear pocket of the specimen bag.
  9. Place copy 1 and 2 of the Chain of Custody in the front pocket of the specimen bag.
    - i. Remove blue release liner from bag and seal.
    - ii. Collector will place the specimen in the UA refrigerator.
- D. Distribution of the chain of custody
1. Place copy 1 and 2 in the front pocket of the specimen bag.
  2. Copy 3 will be sent to Medical Records to be scanned into the consumer file.
  3. The procedure is now complete.

**\*\*Each client receives the "UA Collection Procedures for Males/Females" (See Exhibits A and B) the first time they give a urine specimen.**

## **Further Requirements**

If awarded the contract, COMCARE ATS will not change the laboratory providing the service without the express written consent of the Municipal Court Probation Office. Furthermore, COMCARE ATS offers the following assurances:

- All ATS staff members who collect UA samples are experienced in working with court ordered clients.
- All ATS staff members practice proper chain-of-custody procedures for UA samples with Affiliated Medical Services Laboratory, Inc. as detailed in the written chain-or-custody procedures.
- COMCARE ATS will obtain a copy of the KDHE certificate confirming current certification from Affiliated Medical Services Laboratory, Inc. annually and will provide a copy of this document to the Probation Office. If it becomes necessary for the laboratory providing the service to change, and such a change is approved in writing by the Municipal Court Probation Office, COMCARE ATS will provide a copy of the KDHE certificate ensuring that the selected laboratory is properly certified by KDHE and abides by all pertinent regulations.

## **Terms of Payment**

UA collection is paid for on a "fee for service" agreement with the probationer; there is no payment plan for this service. Probationers are required to pay for the UA at the time of service or the specimen is not collected and is considered a no show. ATS does accept cash or money orders. No personal checks or credit cards are accepted. The fees are all inclusive. No additional costs are incurred by the probationer for any required Evidentiary Hearing appearances made by ATS staff. A five-panel drug screen costs the probationer \$20. All UA confirmations cost \$25 per drug. This fee includes consideration for a 7% increase incurred by COMCARE ATS for services provided by Affiliated Medical Services Laboratory, Inc, effective October 1, 2008.

## **Conclusion**

COMCARE Addiction Treatment Services appreciates the opportunity to bid for the Drug Testing contract. We have thoroughly enjoyed working with the City of Wichita Municipal Court in other contractual endeavors. ATS has an established drug-testing program with well-trained, qualified staff members. Our program will deliver reliable drug testing services in a timely manner.

**UA COLLECTION PROCEDURES FOR MALES**

1. All male consumers being drug tested by urine collection will be required to lower their trousers to hip level.
2. Coats and bulky sweat hoods must be removed before entering the collection area.
3. Long shirts will need to be lifted above the waist or removed.
4. Consumers giving urine samples must stand in a position that allows the technicians to view the transfer of urine from the consumer into the collection cup. Standing directly in front of the mirror is required, you may be asked to move forward or backward depending on the technician's ability to directly view the procedure. **DO NOT ATTEMPT TO TURN AWAY FROM THE TECHNICIANS VIEW.** This will void the procedure, the sample will not be sent to the lab. The consumer will be reported to the appropriate authority as being noncompliant.
5. If at any time the consumer is perceived as being difficult (disruptive, uses foul language, etc.), the technician has the ability to terminate the procedure and report the incident to the appropriate authority.
6. If you are suspected of, or caught attempting to disturb the urine sample in any way, you will be dismissed immediately and reported to the appropriate authority.

**THANK YOU FOR YOUR COOPERATION**

**UA COLLECTION PROCEDURES FOR FEMALES**

1. Coats and bulky sweat hoods must be removed before entering the collection area.
2. Long shirts will need to be lifted above the waist or removed.
3. Consumers giving urine samples must sit in a position that allows the technicians to view the transfer of urine from the consumer into the collection cup. **DO NOT ATTEMPT TO OBSTRUCT THE TECHNICIANS VIEW.** This will void the procedure, the sample will not be sent to the lab. The consumer will be reported to the appropriate authority as being noncompliant.
4. If at any time the client is perceived as being difficult (disruptive, uses foul language, etc.), the technician has the ability to terminate the procedure and report the incident to the appropriate authority.
5. If you are suspected of, or caught attempting to disturb the urine sample in any way, you will be dismissed immediately and reported to the appropriate authority.

**THANK YOU FOR YOUR COOPERATION**



**COMCARE-ADDICTION TREATMENT SERVICES**  
**940 N. WACO**  
**WICHITA, KS 67203**  
**(316) 660-7550**

**CALLING INSTRUCTIONS**

Call the code-a-phone (316) **660-7553** on Monday through Friday between the hours of 5:00 a.m. and 5:00 p.m. You will be instructed on the message whether or not your code will be required to give a UA that day. Saturday and Sunday including holidays call between the hours of 5:00 a.m. and 12:00 p.m.

**HOURS OF COLLECTION**

UA's will be collected Monday through Thursday between the hours of 8:00 a.m. and 8:45 p.m. On Fridays, UA's will be collected from 8:00 a.m. until 7:00 p.m. Saturday and Sunday hours are from 9:00 a.m. to 12:00 p.m. only. Holiday collection time 9:00 a.m. to 12:00 p.m. only.

**COST**

Cost of each UA will be \$20.00 that must be paid at the time the UA sample is collected. Payment must be made in cash or money orders, **NO PERSONAL CHECKS**. Confirmation UA's can be done at the request of you or the Probation Office and will cost an additional \$25.00 per drug.

**\*\*Picture ID** will be required to take a UA. Please note that UA's will **NOT** be rescheduled or "made-up". If you do not take a UA on the day you are scheduled, you will be considered a "no show" and will be reported to the Probation Office.

---

Client's Signature: \_\_\_\_\_

Code name: \_\_\_\_\_

Name: \_\_\_\_\_  
                     Last                                      First                                      Middle Initial

Address: \_\_\_\_\_

\_\_\_\_\_  
                     City                                      ST                                      Zip                                      County

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone #(s):home \_\_\_\_\_ Work: \_\_\_\_\_

Gender: \_\_\_\_\_ Effective Date: \_\_\_\_\_

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
*CERTIFICATE OF COMPLIANCE*

## LABORATORY NAME AND ADDRESS

AFFILIATED MEDICAL SERVICES LABORATORY  
2916 E CENTRAL  
WICHITA, KS 67214

CLIA ID NUMBER  
17D0985294

EFFECTIVE DATE  
02/27/2008

LABORATORY DIRECTOR  
PHIL STAMPS MD

EXPIRATION DATE  
02/26/2010

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Yost*

Judith A. Yost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Medicaid and State Operations

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	02/27/2002		
MYCOLOGY (120)	02/27/2002		
PARASITOLOGY (130)	02/27/2002		
SYPHILIS SEROLOGY (210)	02/27/2002		
GENERAL IMMUNOLOGY (220)	02/27/2002		
ROUTINE CHEMISTRY (310)	02/27/2002		
URINALYSIS (320)	02/27/2002		
ENDOCRINOLOGY (330)	02/27/2002		
TOXICOLOGY (340)	02/27/2002		
HEMATOLOGY (400)	02/27/2002		
ABO & RH GROUP (510)	02/27/2002		
ANTIBODY NON-TRANSFUSION (530)	02/27/2002		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.HHS.GOV/CLIA](http://WWW.CMS.HHS.GOV/CLIA)  
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR  
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.  
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS  
AFFILIATED MEDICAL SERVICES LABORATORY  
1148 S HILLSIDE, SUITE 103  
WICHITA, KS 67218

CLIA ID NUMBER  
17D1019093

EFFECTIVE DATE  
02/27/2008

LABORATORY DIRECTOR  
THOMAS R KLUZAK, MD

EXPIRATION DATE  
02/26/2010

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Vost*

Judith A. Vost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Medicaid and State Operations

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
VIROLOGY (140)	08/22/2007		
CYTOLOGY (630)	02/27/2004		

City of Wichita  
City Council Meeting  
April 28, 2009

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (Districts I, II, III, IV)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and ordinances.

**Background:** The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on May 8, 2009. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the winter 2009 bonds sold. The principal and interest will then be spread for one year and placed on the 2009 tax roll.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments

<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
921 N Grove	emergency board-up	\$161.73	I
4953 E Morris	emergency board-up	\$114.55	III
840 N Wabash	emergency board-up	\$104.11	I
2331 N Green	emergency board-up	\$134.89	I
2110 E 13 <sup>th</sup>	emergency board-up	\$494.74	I
2850 N Arkansas	emergency board-up	\$197.13	VI
1101 N New York	emergency board-up	\$174.27	I
921 N Grove	emergency board-up	\$130.40	I
1049 N Ash	emergency board-up	\$193.01	I
700 N Beech #39	emergency board-up	\$136.27	II
700 N Beech #26	emergency board-up	\$187.22	II
1959 N Chautauqua	emergency board-up	\$229.29	I
932 North Oliver	emergency board-up	\$113.11	I
943 North Glendale	emergency board-up	\$177.85	I
903 North Glendale	emergency board-up	\$168.55	I
913 North Glendale	emergency board-up	\$132.39	I
912 North Oliver	emergency board-up	\$105.33	I
902 North Oliver	emergency board-up	\$139.22	I
352 North Spruce	emergency board-up	\$158.72	I
2611 N Park Pl	emergency board-up	\$119.38	VI
1915 E 11 <sup>th</sup> St	emergency board-up	\$148.43	I
524 S Seneca	emergency board-up	\$173.16	IV
1201 N Green	gas services removal	\$355.27	I
1121 N Green	demolition (condemnation)	\$4,805.00	I
1331 N Green	gas services removal	\$355.27	I
1323 N Volutsia	gas services removal	\$355.27	I
607 N Ash	gas services removal	\$355.27	I
546 N Madison	gas services removal	\$567.26	I
1317 N Erie	demolition (condemnation)	\$3,008.00	I
1242 N Volutsia	gas services removal	\$355.27	I
1128 N Poplar	gas services removal	\$355.27	I
839 W 55 <sup>th</sup> St. S.	gas services removal	\$355.27	IV
510 N Piatt	demolition (condemnation)	\$999.99	I
1226 N Lorraine	demolition (condemnation)	\$5,462.00	I
1327 N Ohio	demolition (condemnation)	\$5,234.27	I
4338 E Wilma	demolition (condemnation)	\$5,461.00	III
1327 N Ohio	asbestos removal	\$85.00	I
1317 N Erie	gas services removal	\$338.35	I
1226 N Lorraine	sealing the City Sewer	\$367.50	I

\_\_\_\_ Published in the Wichita Eagle on May 8, 2009

ORDINANCE NO. 48-319

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
BEG 502.2 FT S NW COR NE1/4 S 128.3 FT E 674 FT TO CRK. NE TO PT 502.2 FT S N LI NE1/4 W 700 FT TO BEG SEC 5-27-1E	197.13
S 17 FT LOT 5-ALL LOTS 7-9-11-13 BLOCK 3 BUCKEYE ADD.	119.38
N 10 FT LOT 19-ALL LOTS 21-23 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	104.11
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	174.27

LOTS 41-43 HENRY TOCKHORN'S SUB.	158.72
LOTS 33-35 & S 1/2 LOT 37 MC INTYRE & STEELE'S SUB.	193.01
E 50 FT LOTS 182-184-186-188 ASH ST. LOGAN ADDITION	494.74
LOTS 2-4 BLOCK 2 COLLEGE TERRACE ADD.	229.29
LOT 15 BLOCK 4 PARKMORE ADD.	161.73
LOT 15 BLOCK 4 PARKMORE ADD.	130.40
LOT 3 BLOCK 1 EAST HIGHLANDS NORTH ADD.	113.11
LOT 5 BLOCK 1 EAST HIGHLAND NORTH ADD.	105.33
LOT 6 BLOCK 1 EAST HIGHLAND NORTH ADD.	139.22

LOT 7 BLOCK 1 EAST HIGHLAND NORTH ADD.	168.55
LOT 8 BLOCK 1 EAST HIGHLAND NORTH ADD.	132.39
LOT 11 BLOCK 1 EAST HIGHLANDS NORTH ADD.	177.85
LOT 12 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	134.89
LOT 7 REPLAT OF RESERVE A KAUFMAN'S SUB.	148.43
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	114.55
N 65 FT S 130 FT W 150 FT LOT 3 EXC W 7.5 FT THEREOF & W 8 FT ALLEY ADJ BLOCK 6 LAWRENCE ADD	173.16
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	136.27
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	187.22



SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2009** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **5th day of May, 2009**.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

---

Gary E. Rebenstorf, Director of Law

\_\_\_\_\_ Published in the Wichita Eagle on May 8, 2009

ORDINANCE NO. 48-320

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE ROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 29-31 OHIO AVE. BURLEIGH'S 3RD. ADD.	5,234.27
LOTS 29-31 OHIO AVE. BURLEIGH'S 3RD. ADD.	85.00
E 34 FT LOTS 2-4 PIATT AVE. STITES BROS. 2ND. ADD.	999.99
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	355.27

LOTS 26-28 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	567.26
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	355.27
E 81 FT LOTS 93-95 GREEN ST. FAIRMOUNT PARK ADD.	355.27
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	355.27
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	355.27
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	3,008.00
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	338.35
LOTS 74-76 LORRAINE AVE. FAIRMOUNT PARK ADD.	5,462.00
LOTS 74-76 LORRAINE AVE. FAIRMOUNT PARK ADD.	367.50
LOTS 18-20	4,805.00

BLOCK 5 ESTERBROOK PARK ADD.	
LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	355.27
LOT 18 EXC THAT PT E OF LINE 72.15 FT NW OF SE COR EXT NE TO PT 45.4 FT NW OF NE COR BLOCK F HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	5,461.00
W1/2 W 1A E 2A N 7 1/2A NW1/4 NW1/4 SEC 29-28-1E	355.27

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2009** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **5th day of May, 2009**.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

---

Gary E. Rebenstorf, Director of Law

**City of Wichita**  
**City Council Meeting**  
April 28, 2009

**TO:** Mayor and City Council

**SUBJECT:** Settlement of Lawsuit -- Semsroth v. City of Wichita

**INITIATED BY:** Law Department

**AGENDA:** Consent

-----

**Recommendation:** Authorize payment of full settlement of all possible claims arising out employment with the City.

**Background:** Plaintiff claims that she was harassed and discriminated against due to her sex, as an employee of the City.

**Analysis:** After investigating the claims asserted in the lawsuit, evaluating facts, and considering the risks of trial, the City determined that a resolution of this matter was appropriate. After some discussion, the City has been offered an opportunity to resolve the claim with a lump sum payment of \$60,000.00 as full settlement of all claims arising out of the plaintiff's employment, including expenses and attorney fees. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

**Financial Considerations:** Funding for this settlement payment is from the City's Tort Liability Fund

**Legal Considerations:** The Law Department recommends acceptance of the offer of settlement.

**Recommendations/Actions:** Authorize payment of \$60,000.00 as a full settlement of all possible claims arising out of the plaintiff's employment.

**Second Reading Ordinances for April 28, 2009 (first read on April 21, 2009)**

ZON2009-00006 – City zone change from SF-5 Single-family Residential (“SF-5”) to NO Neighborhood Office (“NO”); generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue. (District V)

**ORDINANCE NO. 48-316**

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-07 – City zone change from SF-5 Single-family Residential (“SF-5”) to NO Neighborhood Office (“NO”); generally located west of Maize Rd. and south of 21st Street North, 1903 North Maize Road. (District V)

**ORDINANCE NO. 48-317**

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-39 -- Plat of Ashton Creek Commercial Park Addition located on the southwest corner of 29th Street North and 119th Street West. (District V)

**ORDINANCE NO. 48-318**

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.